

## **Section XI**

### **Copy of Deed and Other Relevant Documents**

- Deed
- Access Easement
- Letter of Interpretation (LOI)
- Remediation Agreements (Refer to Appendix E of the Flood Hazard Area Hardship Exception)
- Supplemental Reports (Refer to Appendix D of the Flood Hazard Area Hardship Exception)
- Previous Approvals (Refer to Appendix B of the Flood Hazard Area Hardship Exception)



MIDDLESEX COUNTY CLERK

Return To:

WEINER LESNIAK  
629 PARSIPPANY RD  
PARSIPPANY NJ 07054  
ATTN: LOUIS I KARP

CARTERET DEVELOPMENT LLC

Index DEED BOOK

Book 06127 Page 0864

No. Pages 0024

Instrument STANDARD EXCESS

Date : 1/20/2010

Time : 3:17:35

Control # 201001200539

INST# DE 2010 000553

Employee ID RSTUCK

RECORDING	\$	140.00
NJPRPA	\$	46.00
DARM	\$	69.00
DARM 3.00	\$	3.00
NJPRPA	\$	2.00
GRANTEE TX	\$	.00
- - - -	\$	.00
DD4 T1 CO	\$	150.00
DD4 T1 ST	\$	375.00
All Other	\$	27,203.00
Total:	\$	27,988.00

STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

ELAINE FLYNN  
COUNTY CLERK



201001200539



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

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06127 Pg 0864  
R06127P0864



RECORD AND RETURN TO:

Louis I. Karp, Esq.  
Weiner Lesniak LLP  
629 Parsippany Road  
P.O. Box 438  
Parsippany, New Jersey 07054

PREPARED BY:

2010 JAN 20 PM 3:10

Joseph Zawila, Esq.

BOOK # \_\_\_\_\_  
PAGE # \_\_\_\_\_  
# OF PAGES \_\_\_\_\_

DEED

THIS DEED is dated January 15, 2010,

BETWEEN

CARTERET DEVELOPMENT LLC, a Delaware limited liability company having an address of Five Garret Mountain Plaza, Woodland Park, New Jersey 07424 (the "Grantor"),

AND

RAHWAY ARCH PROPERTIES, L.L.C., a New Jersey limited liability company having an address of 7 Nottingham Drive, Florham Park, New Jersey 07932 (the "Grantee").

1. **Transfer of Ownership.** In consideration for the sum of Two Million Five Hundred Thousand (\$2,500,000.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby sells, grants and conveys the Property (as defined below) to the Grantee.

2. **Tax Map Reference.** The Property is known and designated as Block 9.03, Lot 21; Block 10, Lots 8-10 and 12-21; and Block 11.01, Lots 8, 10-14 and 28 on the official tax map of the Borough of Carteret.

3. **Property.** The property conveyed by this Deed (the "Property") consists of the land, together with all of the buildings, improvements and other fixtures on the land and all of the Grantor's rights relating to the land, located in the Borough of Carteret, County of Middlesex and State of New Jersey. The legal description of the Property is as follows:

See Schedule A attached hereto and made a part hereof.

BEING the same property conveyed to the Grantor herein by deed from Cytec Industries Inc. dated August 17, 1999 and recorded on September 15, 1999 in the office of the Clerk of Middlesex County, New Jersey in Deed Book 4683, Page 327.

THIS CONVEYANCE IS SUBJECT TO (i) municipal zoning ordinances and other applicable federal, state and local laws, ordinances, regulations and requirements, (ii) current taxes not due and payable, (iii) the DER, the NFA and the ACO (as such terms are defined below), (iv) the Access Agreement dated the date hereof between the Grantor and the Grantee and about to be recorded immediately after the recordation of this Deed, (v) the easements, covenants, restrictions and other encumbrances more fully described on Schedule

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B attached hereto and made a part hereof and (vi) any and all matters relating to tidelands, riparian rights or wetlands.

4. As-Is Condition. This conveyance is further subject to the following terms, conditions, limitations, qualifications and agreements. Certain capitalized terms used in this Deed are defined in subparagraph 4(j) below. All other capitalized terms used in this Deed and not otherwise defined in this Deed have the meanings given to such terms in the Agreement of Purchase and Sale dated June 8, 2009 between the Grantor and the Grantee, as amended through the date hereof (collectively, the "Agreement").

(a) General. The Grantee acknowledges that it has agreed to accept the Property based upon its own inspections and the Grantee's independent investigations, it being understood and agreed that the Grantor is selling the Property and the Grantee is buying the Property "As-Is, Where-Is and With All Faults." The Grantee has not relied on any representations, warranty, promise or statement, express or implied, of the Grantor, or anyone acting for or on behalf of the Grantor, other than as may be expressly set forth in the Agreement, and all matters concerning the Property have been independently verified by the Grantee prior to the date hereof, and the Grantee is purchasing the Property on the Grantee's own prior investigation and examination of the Property (or the Grantee's election not to do so).

(b) Disclaimers. Except as expressly set forth to the contrary in the Agreement, the Grantor makes no warranty, guaranty or representation, and hereby specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present or future, of, as to or concerning (i) the nature, condition or status of the Property, including without limitation the existence or non-existence of any environmental condition on the Property and any warranty of habitability, merchantability or fitness for a particular purpose, (ii) the nature and extent of any matter affecting title to the Property, including without limitation any easement, right-of-way, possession, lien, encumbrance, license, restriction or reservation affecting, burdening or benefiting the Property, (iii) the compliance of the Property or any portion or portions thereof with any laws, ordinances, rules or regulations of any governmental or other body, including without limitation any laws, ordinances, rules, or regulations relating to (a) the environment or the impairment thereof or (b) zoning or land use matters, (iv) leases or other agreements, written or oral, regarding the use, occupancy or possession of the Property or any portion thereof, (v) the suitability of the Property for any and all activities and uses which the Grantee may conduct thereon, (vi) the manner, quality, state of repair or lack of repair of the Property or (vii) any other matters with respect to the Property.

(c) Reliance on Grantee's Inspections. Prior to the date hereof, the Grantee has had the opportunity to investigate all physical, environmental and economic aspects of the Property and to make all inspections and investigations of the Property which the Grantee deemed necessary and which were reasonably agreed to by the Grantor. The Grantee represents that it is a knowledgeable, experienced and sophisticated buyer and developer of real estate, and that it is relying solely on its own expertise and that of its professionals in purchasing the Property. As of the date hereof, the Grantee assumes the risk that adverse matters, including, but not limited to, adverse physical, geotechnical and environmental conditions, may not have been revealed by the Grantee's inspections.

(d) No Other Statements. The Grantee further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property, by the Grantor, any agent of the Grantor or any third party. The Grantor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any of the Seller Parties, any real estate broker or agent or any other person, unless the same are specifically set forth or referred to in the Agreement. The Grantee acknowledges that the Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. The Grantee, with the Grantee's counsel, has fully reviewed the disclaimers

and waivers set forth in this Deed and in the Agreement, and understands the significance and effect thereof. The Grantee acknowledges and agrees that the disclaimers, waivers, assumptions, indemnifications and other agreements set forth in this Deed and in the Agreement are an integral part of this Deed and the Agreement and are fair and reasonable, and that the Grantor would not have agreed to sell the Property to the Grantee for the Purchase Price if such disclaimers, waivers, assumptions, indemnifications and other agreements were not set forth in this Deed and the Agreement.

(e) Release. The Grantee and the Buyer Parties hereby fully release the Seller Parties from (i) any and all claims, costs, losses, liabilities, damages, expenses, demands or causes of action now or hereafter arising from or related to any matter of any kind or nature relating to the Property, and (ii) any and all responsibility and liability to the Grantee or the Buyer Parties, or any person or entity claiming by, through or under the Grantee or the Buyer Parties, regarding the condition (including the presence in the soil, air, structures, and surface and subsurface waters of hazardous substances or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations, or guidelines, and natural resource damage), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever. Without limiting the generality of the foregoing, the Grantee and the Buyer Parties hereby agree not to institute, prosecute, facilitate or (absent a court order or other binding court process) assist in the institution or prosecution of any action, claim, proceeding or suit against any of the Seller Parties, directly or indirectly, arising from or out of, or in connection with, any claim relating to any environmental conditions on, at, under or from the Property, whether such environmental conditions existed or occurred prior to or after the date hereof and regardless of whether such conditions were caused by the acts or omissions of the Seller Parties or by third parties; provided, nothing in this subparagraph 4(e) shall be deemed or construed as prohibiting or limiting in any way the right of the Grantee or any Buyer Party to defend itself against a third party in connection with any action, claim, proceeding or suit which is instituted and/or prosecuted against the Grantee or any Buyer Party by a third party.

(f) Assumption and Indemnification.

(i) (A) Subject to subparagraph 4(f)(i)(B) below, the Grantee and the each Buyer Party that at any time owns, occupies, operates on or uses any portion of the Property, as applicable, shall, and hereby do, (1) assume responsibility and liability for any and all matters (including environmental matters but excluding the Excluded Claims) relating to the Property, including without limitation the responsibility and liability for compliance with the DER, the NFA and the ACO, and (2) indemnify, defend and hold the Seller Parties free and harmless from and against any and all claims, costs (including, without limitation, reasonable counsel fees, fees of experts and costs of suit), losses, liabilities, damages, expenses, demands or causes of action now or hereafter arising from or related to any matter of any kind or nature relating to the Property, including without limitation matters arising or resulting from the negligence or fault of any of the Seller Parties, but excluding the Excluded Claims.

(B) It is understood and agreed that the provisions of subparagraph 4(f)(i)(A) above, including the assumption and indemnification provisions thereof, (1) shall apply to and be binding upon the Grantee and each Buyer Party that at any time owns, occupies, operates on or uses any portion of the Property (other than the unrelated future grantees of the Property identified in clause (2) below) only with respect to matters that occurred or accrued prior to the date hereof or that occur or accrue at any time after the date hereof during which the Grantee or any such other Buyer Party owns, occupies, operates on or uses any portion of the Property and (2) shall apply to and be binding upon each future grantee of all or any portion of the Property (other than the Grantee and its parents, subsidiaries, Affiliates, employees, officers, directors, principals, attorneys, representatives and agents, and their respective heirs, successors and assigns) only with respect to matters that occur or accrue at any time after



the date hereof during which such unrelated future grantee owns, occupies, operates on or uses any portion of the Property (and each such Buyer Party, including each unrelated future grantee shall be deemed to have assumed such obligations by virtue of the inclusion of such obligations in this Deed).

(ii) In the event that the Grantee or any Buyer Party that at any time owns, occupies, operates on or uses any portion of the Property fails to comply with the requirements of the DER, the NFA or the ACO following the date hereof, the Grantee and the Buyer Parties hereby grant to the Grantor, the Seller Parties, the Grantor's agents, employees, contractors, subcontractors and consultants and the NJDEP access to the Property for the purpose of performing any or all activities necessary to comply with or satisfy the terms of the DER, the NFA or the ACO. Nothing in this clause (ii), however, shall be deemed or construed as an agreement by the Grantor or any Seller Party to comply with or satisfy any of the requirements of the DER, the NFA or the ACO or as an obligation on the part of any Seller Party to perform any activities in connection therewith. The provisions of this clause (ii) are incorporated into the Access Agreement dated the date hereof between the Grantor and the Grantee which is about to be recorded with the Clerk of Middlesex County, New Jersey immediately after the recordation of this Deed.

(iii) (A) (1) Promptly after either party becomes aware of any Indemnified Event, such party shall notify the other party of same in writing. Either party's failure to provide or delay in providing such notice to the other party shall not relieve or release any Buyer Party from any of its indemnification obligations hereunder, unless, and then only to the extent that, the Buyer Party had no knowledge of such Indemnified Event and the Grantee proves that the Grantor's failure to provide or delay in providing such notice to the Buyer Party materially prejudiced the Buyer Party's ability to defend against an Indemnified Claim that relates to or arises out of such Indemnified Event.

(2) In addition, promptly after receipt by any Seller Party of written notice of an Indemnified Claim, such Seller Party shall provide written notice thereof to the applicable Buyer Party. The Seller Party's failure to provide or delay in providing such notice to the Buyer Party shall not relieve or release the Buyer Party from any of its indemnification obligations hereunder unless, and then only to the extent that, the Buyer Party had no knowledge of the Indemnified Claim and the Buyer Party proves that the Seller Party's failure to provide or delay in providing such notice to the Buyer Party materially prejudiced the Buyer Party's ability to defend against the Indemnified Claim.

(B) Until such Indemnified Claim has been irrevocably paid and satisfied in full, the applicable Buyer Party shall, at the Buyer Party's cost, resist or defend each Indemnified Claim (in the name of the Seller Party, if necessary) by competent counsel selected by the Buyer Party and reasonably acceptable to the Seller Party (which may include, subject to the Seller Party's reasonable approval, the attorneys for the Buyer Party's insurance carrier, if the Indemnified Claim is covered by insurance). The Buyer Party and/or the Buyer Party's insurance carrier shall control all decisions in respect of the prosecution and/or settlement of the Indemnified Claim. The Seller Party shall have the right, at its own cost, to participate in (but not control) the prosecution and/or settlement of the Indemnified Claim, whether by itself or through attorneys of the Seller Party's choice.

(C) Subject to subparagraph 4(f)(iii)(E) below, the indemnification obligations of a Buyer Party hereunder shall not apply to the extent that (1) any Seller Party agrees to a settlement of an Indemnified Claim without the consent of the Buyer Party thereto and (2) any Seller Party retains its own attorneys in connection with an Indemnified Claim and the Buyer Party proves that such retention will materially impair or diminish the Buyer Party's insurance coverage with respect to such Indemnified Claim.

(D) (1) The parties shall, at the applicable Buyer Parties' expense, use commercially reasonable efforts to resort to coverage under the Pollution Legal Liability Policy with respect to any Indemnified Claim to the extent that the Pollution Legal Liability Policy is applicable thereto. Except as set forth in clause (2) below, a Buyer Party's obligation to indemnify the Grantor and/or the Seller Parties with respect to any such Indemnified Claim shall be subject to the exhaustion of remedies by the Buyer Party under the Pollution Legal Liability Policy. To the extent that any deductible is payable under the Pollution Legal Liability Policy in connection with any Indemnified Claim, the Buyer Party shall be solely responsible for the payment of same, and neither the Grantor nor any of the Seller Parties shall be liable for any portion thereof.

(2) Notwithstanding anything to the contrary contained in clause (1) above, the Grantee's obligation to indemnify the Grantor and/or the Seller Parties with respect to any Indemnified Claim shall not be subject to the exhaustion of remedies under the Pollution Legal Liability Policy, and the Grantee shall immediately indemnify the Grantor and/or the Seller Parties as provided herein with respect to any such Indemnified Claim, in the event that:

(a) the Grantor and/or any Seller Party become obligated to pay any amount or incur any liability to any private or governmental person or entity with respect to such Indemnified Claim, whether by reason of the entry of a judgment or order, the imposition of a governmental directive or otherwise; or

(b) the failure to pay such Indemnified Claim would subject the Grantor and/or any Seller Party to any civil or criminal fine, penalty or other liability.

(E) Notwithstanding anything to the contrary contained herein, in the event that the Grantee or any Buyer Party, as applicable, defaults in the performance of any of its obligations under this subparagraph 4(f) and such default continues uncured for five (5) days (with respect to any default that can be cured by the payment of money) after notice thereof from the Grantor or any Seller Party or fifteen (15) days (with respect to any other default) after notice thereof from the Grantor or any Seller Party, the Grantor and/or any Seller Party, as applicable, shall have the right, but not the obligation, to take immediate control of the defense of the Indemnified Claim, including without limitation the right to prosecute, settle or otherwise deal with the Indemnified Claim with counsel of its own choice and in any manner it deems appropriate in its sole and absolute discretion. All costs incurred by the Grantor and/or the Seller Parties in connection therewith, including without limitation the amount of the Indemnified Claim or the amount of the settlement thereof and any and all legal fees and expenses incurred in connection therewith, shall be deemed to be part of the indemnification obligations of the Grantee and/or the Buyer Parties under this subparagraph 4(f) and shall immediately be paid by the Grantee and/or the Buyer Parties to the Grantor and/or the Seller Parties, as applicable, upon demand.

(F) Waivers and Assumption. The Grantee and the Buyer Parties hereby waive any and all objections to or complaints (including, but not limited to, actions based on federal, state or common law and any private right of action under any other state and federal law to which the Property is or may be subject) against the Grantor or the Seller Parties regarding physical characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous substances on, under, adjacent to or otherwise affecting the Property. The Grantee and the Buyer Parties hereby further assume the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property, and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances or other contaminants, may not be revealed by its Inspections.



(h) Security for Grantee's Obligations. As security for the obligations of the Grantee and the Buyer Parties under this Paragraph 4 (including without limitation the assumption and indemnification obligations of the Grantee and the Buyer Parties in clauses (f) and (g) above), the Grantee has delivered to the Grantor concurrently herewith the Pollution Legal Liability Policy. The Grantee shall, at its own cost and expense, maintain the Pollution Legal Liability Policy in full force and effect for at least ten (10) years after the date hereof, and shall provide reasonable evidence of same to the Grantor on a regular basis. The Grantee further agrees that following Closing and during development activities on the Property, the Grantee will use reasonable commercial efforts to require its excavation and fill contractors to procure and maintain Contractor's Pollution Liability (CPL) coverage, naming the Grantor and the Seller Parties as additional insureds, with limits in the amount of \$3,000,000.00 or greater. The Grantee shall keep the Grantor reasonably informed of such efforts and shall supply the Grantor certificate(s) of insurance attesting to such CPL coverage when procured.

(i) Natural Resource Damage Claims. In no event shall the Grantee, the Buyer Parties or their respective successors and assigns be liable for Natural Resource damage claims and other similar claims asserted by the NJDEP or any other governmental authority or agency resulting from the acts of the Grantor or the Seller Parties and relating to conditions prior to the date hereof.

(j) Run with the Land. The provisions of this Paragraph 4 shall survive the Closing of title to the Property and the recordation of this Deed, and are incorporated into this Deed as a servitude that runs with the land and is binding upon the Grantee and the Buyer Parties and their respective successors and assigns, including all future grantees of the Property, all of which are deemed to have accepted and agreed to be bound by the terms hereof. Upon each sale of all or any portion of the Property, the Grantee and/or each Buyer Party, as applicable, shall deliver written notice of such sale (including the full name and notice address of the person or entity that is acquiring title to all or any portion of the Property) to the Grantor at the Grantor's address set forth on the first page of this Deed by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service or by personal delivery, which requirement shall likewise run with the land.

(j) Certain Defined Terms. As used in this Paragraph 4:

(i) "ACO" means, collectively, the Administrative Consent Order dated September 5, 1990 between the New Jersey Department of Environmental Protection and American Cyanamid Company, recorded on November 5, 1990 in Book 4114, Page 25, as amended by an Amendment thereto dated July 6, 1993, which was recorded in Book 4114, Page 53, to the extent that same relates to or affects the Property.

(ii) "Buyer Parties" means, collectively, the Grantee, its parents, subsidiaries, Affiliates, employees, officers, directors, principals, attorneys, representatives and agents, and their respective heirs, successors and assigns, including without limitation all future grantees of the Property.

(iii) "DER" means the Declaration of Environmental Restrictions dated April 26, 1995 and recorded on May 4, 1995 in Book 4236, Page 348.

(iv) "Excluded Claims" means:

(A) with respect to any private, non-governmental party (other than the Buyer Parties), claims with respect to any matter that occurred or accrued during the period of time that the Seller Parties owned, occupied, operated or used the Property, but only to the extent that no act or omission of any of the Buyer Parties has contributed thereto;

(B) claims with respect to any criminal activities or fraud on the part of the Seller Parties;

(C) claims or penalties based upon a failure by the Seller Parties to comply with the NFA, the DER and/or the ACO that occurred or accrued during the period of time that the Seller Parties owned, occupied, operated or used the Property; and

(D) Natural Resource damage claims and other similar claims asserted by the NJDEP or any other governmental authority or agency resulting from the acts of the Grantor or the Seller Parties and relating to conditions prior to the date hereof.

(v) "Indemnified Claim" means a claim, action or proceeding against the Grantor or any other Seller Party with respect to any matter that is covered by or subject to the indemnification provisions set forth in subparagraph 4(f) hereof.

(vi) "Indemnified Event" means a matter, event or occurrence at or with respect to the Property which could reasonably be expected to give rise to an Indemnified Claim.

(vii) "NFA" means the No Further Action Letter and Covenant Not to Sue with respect to the Property issued by the New Jersey Department of Environmental Protection on September 24, 2002.

(viii) "Pollution Legal Liability Policy" means a pollution legal liability policy, obtained and maintained by the Grantee at the Grantee's sole cost and expense, which complies with the requirements therefor set forth in the Agreement.

(ix) "Seller Parties" means, collectively, the Grantor, Cytex Industries Inc., Wyeth Holdings Corporation (f/k/a American Cyanamid Company) and, with respect to each of the foregoing, their parents, subsidiaries, Affiliates, employees, officers, directors, principals, attorneys, representatives and agents, and their respective heirs, successors and assigns.

5. **NOTICE REQUIRED BY ACO.** PURSUANT TO PARAGRAPH 92(c) OF THE ACO, NOTICE IS HEREBY GIVEN THAT (i) THE PROPERTY IS THE SUBJECT OF THE ACO, AND (ii) THIS DEED IS SUBJECT TO THE REQUIREMENTS SET FORTH IN PARAGRAPH 93 OF THE ACO REGARDING THE USE OF THE PROPERTY AND DEED RESTRICTIONS. The Grantee hereby assumes all of the Grantor's obligations under the ACO, and agrees to provide access to the Property to the New Jersey Department of Environmental Protection as required by the ACO.

6. **Covenant As To Grantor's Acts.** The Grantor hereby covenants that, except as set forth in this Deed or in the Agreement, the Grantor has done no act to encumber the Property.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has signed this Deed as of the date set forth above.

CARTERET DEVELOPMENT LLC

By: *Thomas P. Wozniak* *10*

Name: Thomas P. Wozniak

Title: Treasurer

The Grantee hereby consents to, accepts and agrees to be bound by all of the terms, provisions and conditions set forth in this Deed:

RAHWAY ARCH PROPERTIES, L.L.C.

By: *Chester Puallu*

Name: Chester Puallu

Title: Manager



STATE OF NEW JERSEY     )  
  )ss.:  
COUNTY OF PASSAIC     )

I certify that on January 14, 2010, THOMAS P. WOZNIAK personally came before me and acknowledged, under oath, to my satisfaction, that:

- (a) this person is the TREASURER of CARTERET DEVELOPMENT LLC, the limited liability company named in the attached document;
- (b) this person executed and delivered the attached document on behalf of and as the voluntary act and deed of the company; and
- (c) this person was authorized by the company to execute and deliver the attached document on behalf of the company.

Bernadeta Bak  
Notary public

**BERNADETA BAK**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES SEPT. 24, 2013**

STATE OF NEW JERSEY     )  
  )ss.:  
COUNTY OF Morris     )

I certify that on January 15, 2010, Choder Psillia personally came before me and acknowledged, under oath, to my satisfaction, that:

- (a) this person is the Manager of RAHWAY ARCH PROPERTIES, L.L.C., the limited liability company named in the attached document;
- (b) this person executed and delivered the attached document on behalf of and as the voluntary act and deed of the company; and
- (c) this person was authorized by the company to execute and deliver the attached document on behalf of the company.

Louis I. Karp  
Notary public

**LOUIS I. KARP, ESQ.**  
**ATTORNEY AT LAW**  
**IN THE STATE OF NEW JERSEY**

SCHEDULE A

LEGAL DESCRIPTION

All those certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Carteret, County of Middlesex and State of New Jersey:

TRACT I

FIRST PARCEL: BEGINNING at a large stone 4437.73 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad also known as Carteret Extension Railroad distant in said center line on a course of South 49 degrees 26 minutes 10 seconds East 815.61 feet from a stone monument located at the point of intersection of said center line of said Sound Shore Extension Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East and measuring 2438.1 feet from another stone monument located at the beginning of said course and distance and situated in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey: thence running (1) North 79 degrees 3 minutes East 390 feet to average high water line of the Rahway river on the westerly side of said Rahway River; thence (2) along the average line of high water of the Rahway River South 4 degrees 25 minutes East 191.05 feet; thence (3) continuing along the same South 5 degrees 6 minutes West 753.68 feet; thence (4) still continuing along the same South 27 degrees 47 minutes West 44.4 feet to the average high water line of the northerly side of Deep Creek; thence (5) along the same south 57 degrees 7 minutes West 64 feet to the center of Oyster Creek; thence (6) along the center of Oyster Creek, North 78 degrees 49 minutes West 126 feet; thence (7) still continuing along the same South 78 degrees 57 minutes West 208 feet to the center of a small ditch; thence (8) along the center of said small ditch North 58 degrees 56 minutes West 32 feet; thence (9) continuing along the same North 86 degrees 21 minutes West 29 feet; thence (10) still continuing along the same North 63 degrees West 112 feet; thence (11) still continuing along the same North 26 degrees 40 minutes West 39.75 feet; thence (12) still continuing along the same North 35 degrees 3 minutes West 35.9 feet; thence (13) still continuing along the same North 6 degrees 36 minutes East 24.5 feet; thence (14) still continuing along the same North 3 degrees 55 minutes East 33.51 feet; thence (15) North 18 degrees 51 minutes East 808 feet to the place of BEGINNING.

Containing within the lines as hereinabove described 11.34 acres.

SECOND PARCEL: Beginning at a point 4071.91 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 365.22 feet from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection in said center line of said Railroad is situated in a line bearing South 47 degrees 51 minutes 30 seconds East 2438.1 feet from another stone monument located at the beginning of said course and distance and being in the center line of Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey and which beginning point is in the average high water line of the easterly side of the Rahway River at the middle of a small ditch; thence running (1) along said average high water line of said Rahway River North 30 degrees 31 minutes East 105 feet; thence (2) continuing along the same North 10 degrees 58 minutes 20 seconds East 423.45 feet; thence (3) south 40 degrees 34 minutes East 686 feet to a large stone; thence (4) south 18 degrees 51 minutes West 677.16 feet; thence (5) North 28 degrees 51 minutes West 748.72 feet to the place of BEGINNING.

Containing within the lines as hereinabove described 7.526 acres.

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THIRD PARCEL: BEGINNING at a large stone 4437.73 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 815.61 feet from a stone monument located at the point of intersection in said center line of said Railroad which said point of intersection in said center line of said Railroad is situated in a line bearing South 47 degrees 51 minutes 30 seconds East 2438.1 feet from another stone monument located at the beginning point of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) North 79 degrees 3 minutes East 390 feet to the average high water line of the westerly side of the Rahway River; thence (2) North 15 degrees 4 minutes 30 seconds West 165.48 feet; thence (3) North 22 degrees 5 minutes West 240 feet; thence (4) North 44 degrees 25 minutes West 247.2 feet; thence (5) North 55 degrees 29 minutes West 133.6 feet; thence (6) North 80 degrees 52 minutes 30 seconds West 149.65 feet; thence (7) South 81 degrees 7 minutes 50 seconds West 126.7 feet; thence (8) South 51 degrees 49 minutes 30 seconds West 121.65 feet; thence (9) South 20 degrees 45 minutes West 124.45 feet; thence (10) South 40 degrees 34 minutes East 686 feet to the place of BEGINNING.

The second, third, fourth, fifth, sixth, seventh, eighth and ninth courses, run along the average high water line of Rahway River.

Containing within the lines as hereinabove described 8.319 acres.

FOURTH PARCEL: BEGINNING at a point 1631.02 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 591.07 feet from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East 2438.1 feet from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy division of the Central Railroad Company of New Jersey; thence running (1) North 35 degrees 52 minutes West 262 feet; thence (2) North 71 degrees 15 minutes 30 seconds East and crossing Cross Creek 364 feet to the northerly side thereof; thence (3) south 72 degrees East 1.83 feet; thence (4) south 59 degrees East 28 feet; thence (5) South 77 degrees East 16 feet; thence (6) South 32 degrees East 28 feet; thence (7) North 85 degrees East 31 feet; thence (8) South 66 degrees East 16 feet; thence (9) South 86 degrees East 13 feet; thence (10) North 35 degrees East 16 feet to the middle of a branch of Cross Creek; thence (11) South 40 degrees East 16.5 feet; thence (12) South 29 degrees East 18 feet; thence (13) South 16 degrees East 15 feet; thence (14) South 35 degrees East 16 feet; thence (15) South 8 degrees East 25 feet; thence (16) South 26 degrees East 32 feet; thence (17) South 36 degrees West 36 feet; thence (18) South 12 degrees East 50 feet; thence (19) South 20 degrees East 50 feet; thence (20) South 28 degrees East 30 feet; (21) South 33 degrees 22 minutes East 53.32 feet; thence (22) North 86 degrees 11 minutes 30 seconds West 425 feet to the place of BEGINNING.

The third, fourth, fifth, sixth, seventh, eighth, ninth and tenth courses run along the northerly side of Cross Creek. The eleventh to the twenty-first courses both inclusive run through the middle of a branch of Cross Creek and the indications of the same.

Containing within the lines as described 3.036 acres.

FIFTH PARCEL: BEGINNING at a point fixed by a stone marked T.B. 2590.44 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 990.39 feet from a stone



monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East 2438.1 feet from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy branch of the Central Railroad Company of New Jersey; thence running (1) North 72 degrees 7 minutes 20 seconds East 389.58 feet; thence (2) North 68 degrees 40 minutes 30 seconds East 368.28 feet; thence (3) North 19 degrees 26 minutes 30 seconds West 162.22 feet; thence (4) running through the center of a fork of Oyster Creek North 22 degrees West 34 feet; thence (5) continuing along the same North 46 degrees 14 minutes East 21.2 feet; thence (6) continuing along the same North 29 degrees 54 minutes East 13.87 feet to the center of the main part of Oyster Creek; thence (7) South 77 degrees 19 minutes 40 seconds West 686.26 feet; thence (8) South 2 minutes East 314.15 feet to the place of BEGINNING.

Containing within the lines as described 4.31 acres.

SIXTH PARCEL: BEGINNING at a point 2817.72 feet measured on a course of North 40 degrees 33 minutes 30 seconds East from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad distant in said center line on a course of South 49 degrees 26 minutes 10 seconds East 2695.24 feet from a stone monument located at the point of intersection of said center line of said Sound Shore Extension Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East and measuring 2438.1 feet from another stone monument located at the beginning of said course and distance and situated in the center line of the Elizabethport and Perth Amboy branch of the Central Railroad Company of New Jersey the beginning point first above mentioned being on the northeasterly side of Deep Creek where the same is intersected by the northwesterly line of the premises adjoining the premises hereby described on the southeast; thence running (1) along the division line of lands herein described and lands adjoining the same on the southeast North 51 degrees 35 minutes 20 seconds East 515.7 feet to the average high water line of the Southwesterly side of the Rahway River; thence (2) along the same North 33 degrees 45 minutes West 193.68 feet; thence (3) continuing along the same North 27 degrees West 174.18 feet; thence (4) still continuing along the same North 20 degrees 32 minutes West 254 feet; thence (5) still continuing along the same North 16 degrees 25 minutes West 279.25 feet; thence (6) still continuing along the same North 12 degrees 12 minutes West 218.6 feet; thence (7) still along the same North 35 degrees 34 minutes West 21.7 feet to the intersection of the average high water line of the Rahway River aforesaid and the average high water line of the southerly side of Deep Creek; thence (8) along the average high water line of the southerly side of Deep Creek south 64 degrees 7 minutes West 219.88 feet; thence (9) continuing along the same South 39 degrees 56 minutes West 204.7 feet; thence (10) still continuing along the same South 24 degrees 33 minutes West 103.25 feet to the northeasterly side of Deep Creek; thence (11) continuing along the same South 5 degrees 25 minutes West 411.7 feet; thence (12) still continuing along the same South 28 degrees 22 minutes East 188.3 feet; thence (13) still continuing along the same South 40 degrees 4 minutes East 119.4 feet; thence (14) still continuing along the same South 49 degrees 28 minutes East 138.6 feet; thence (15) still continuing along the same South 19 degrees 50 minutes East 153 feet; thence (16) still continuing along the same South 34 degrees 16 minutes 30 seconds East 167.78 feet; thence (17) still continuing along the same South 32 degrees East 90 feet to the place of BEGINNING.

Containing within the lines as hereinabove described 15.225 acres.

SEVENTH PARCEL: BEGINNING at a stake or stone planted on the southerly side of Rahway River in the northwest corner of a tract of salt meadow formerly belonging to Hugh Marsh, later in the possession of James Hunt and now belonging to American Cyanamid Company; thence running along the westerly line of said lands of said American Cyanamid Company south 2 chains and 40 links to a

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stake or stone in said line; thence North 80° 45 minutes West 8 chains and 94 links to a stake or stone; thence North 2 chains 80 links to said river; thence easterly down said river to the place of BEGINNING.

Containing 2½ acres more or less.

Being the same premises conveyed to the Grantor herein from Henry C. Little and Bruce L. Little, his wife, by deed dated June 28, 1944 and recorded in the Middlesex County Clerk's Office in Deed Book 1267 on Page 301 on August 1, 1944.

#### TRACT II

BEGINNING at a point 2828.98 feet measured on a course of north 40 degrees 33 minutes 50 seconds east from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of south 49 degrees 26 minutes 10 seconds east 785.96 feet from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated in a line bearing south 47 degrees 51 minutes 30 seconds east and measuring 2438.1 feet from another stone monument located at the beginning of said course and distance and situated in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) north no degrees 2 minutes west 771.99 feet to the average high water line of the Rahway River; thence (2) north 71 degrees 14 minutes east along said average high water line of the Rahway River 257.10 feet; thence (3) continuing along said average high water line of the Rahway River north 42 degrees 3 minutes east 103 feet; thence (4) still along said average high water line of the Rahway River north 32 degrees 58 minutes east 154.60 feet; thence (5) still along said average high water line of the Rahway River north 30 degrees 31 minutes east 182.17 feet; thence (6) south 28 degrees 51 minutes east 748.72 feet; thence (7) south 18 degrees 51 minutes west 130.84 feet; thence (8) south 3 degrees 55 minutes west 33.51 feet; thence (9) south 6 degrees 36 minutes west 24.50 feet; thence (10) south 51 degrees 26 minutes 20 seconds west 446.82 feet; thence (11) south 77 degrees 19 minutes 40 seconds west 464.44 feet to the place of BEGINNING.

Being the same premises conveyed to the Grantor herein by Final Judgment dated January 13, 1948 and recorded in the Middlesex County Clerk's Office in Deed Book 1377 on Page 151 on January 28, 1948.

#### TRACT III

FIRST PARCEL: BEGINNING at a point 4318 feet and 91 hundredths of a foot measured on a course of north 40 degrees 33 minutes 50 seconds east from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad distant in said center line of said Railroad on a course of south 49 degrees 26 minutes 10 seconds east 2428 feet and 2 tenths of a foot from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing south 47 degrees 51 minutes 30 seconds east 2438 feet and one tenth of a foot from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabeth Port and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) north 48 degrees 36 minutes 20 seconds East 519 feet and 5 hundredths of a foot to the southwesterly side of Deep Creek; thence (2) south 37 degrees 38 minutes east 99 feet and 12 hundredths of a foot; thence (3) south 32 degrees east 100 feet; thence (4) south 29 degrees east 90 feet; thence (5) south 21 degrees east 25 feet; thence (6) south 6 degrees east 18 feet; thence (7) south 14 degrees west 44 feet; thence (8) south 24 degrees west 78 feet; thence (9) south 43 degrees west 145 feet;



thence (10) south 39 degrees west 46 feet; thence (11) south 33 degrees west 72 feet; thence (12) south 44 degrees west 37 feet; thence (13) north 47 degrees 40 minutes west 53 feet and 28 hundredths of a foot; thence (14) north 61 degrees 10 minutes west 69 feet and 48 hundredths of a foot; thence (15) north 65 degrees 10 minutes west 57 feet and 5 tenths of a foot; thence (16) north 55 degrees west 25 feet; thence (17) north 38 degrees west 19 feet; thence (18) north 30 degrees west 14 feet; thence (19) north 37 degrees 30 minutes west 75 feet; thence (20) north 25 degrees west 25 feet; thence (21) north 41 degrees 30 minutes west 50 feet; thence (22) north 55 degrees 40 minutes west 50 feet to the place of BEGINNING.

The second course to the 12th course, both inclusive, in the foregoing description, run along the southwesterly and northwesterly sides of Deep Creek.

The 13th course to the 22nd course, both inclusive, run along the northeasterly side of Ned's Creek. Containing within the lines as hereinbefore described 4.266 acres.

**SECOND PARCEL:** BEGINNING at a point 2590.44 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of South Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 990.39 feet from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East 2438.10 feet from another stone monument located at the beginning of said course and distance and being in the centerline of the Elizabethport and Perth Amboy Branch of the Central Railroad Company; thence running (1) North 72 degrees 7 minutes 20 seconds East 389.38 feet; thence (2) South 21 degrees 56 minutes East 250.80 feet; thence (3) South 72 degrees 37 minutes 20 seconds West 392.14 feet; thence (4) North 21 degrees 24 minutes West and running through a line ditch 247.22 feet to the place of BEGINNING.

**THIRD PARCEL:** BEGINNING at a point 2208.99 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of South Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 756.11 feet from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East 2438.1 feet from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) North 72 degrees 7 minutes 20 seconds East 447.66 feet; thence (2) South 21 degrees 24 minutes East and running through a line ditch 247.22 feet; thence (3) South 72 degrees 37 minutes 20 seconds West 560.56 feet; thence (4) North 4 degrees 7 minutes East 260.84 feet to the place of BEGINNING.

**FOURTH PARCEL:** BEGINNING at a point 1814.70 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of South Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 1051.91 feet from a stone monument located at the point of intersection in said center line of said Railroad which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East 2438.1 feet from another stone monument located at the beginning of said course and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) North 2 degrees 28 minutes 20 seconds East 128.65 feet; thence (2) North 4 degrees 7 minutes East 103.45 feet; thence (3) North 72 degrees 37 minutes 20 seconds East 952.7 feet; thence (4) South 21 degrees 56 minutes East and running through a line ditch 206.5 feet; thence (5) South 72 degrees West 1050.76 feet to the place of BEGINNING.

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**FIFTH PARCEL:** BEGINNING at a point 2590.44 feet measured on a course of North 40 degrees 33 minutes 50 seconds east from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad, on a course of south 49 degrees 26 minutes 10 seconds east 990.39 feet from a stone monument located at the point of intersection in said center line of said Railroad which said point of intersection is situated in a line bearing south 47 degrees 51 minutes 30 seconds east 2428.1 feet from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company; thence running (1) south 72 degrees 7 minutes 20 seconds west 447.66 feet; thence (2) North 4 degrees 7 minutes east 64.71 feet; thence (3) north 5 degrees 41 minutes 10 seconds east 504.64 feet; thence (4) north 76 degrees 58 minutes east 360.88 feet; thence (5) north 2 minutes east 515.15 feet to the place of BEGINNING.

**SIXTH PARCEL:**

**First Subparcel:** Beginning at a stake standing in the line of Isaac Stansbury's, formerly Peter Raynor's meadow; thence (1) along said line north seventy-four degrees east four chains and twenty links to a stake; thence (2) north three degrees west eight chains and ninety-two links to the Rahway River; thence (3) along said River four chains and eight links to a stake; thence (4) on a straight line to the place of beginning. Bounded by meadow formerly belonging to a Peter Raynor, now Isaac Stansbury on the southeast; on the northeast by meadow formerly of Freeman Morris; northwesterly by said River and southwesterly by meadows formerly of Freeman Force. Containing three acres and thirty rods more or less.

**Second Subparcel:** Beginning at a stake standing in the side of a small creek; thence (1) south by east four chains and twenty-seven links to a stake; thence (2) east by north five chains to a stake standing in the corner of meadow belonging to the estate of Freeman Force, deceased; thence (3) north by west three chains and seventy-eight links along said Freeman Force line to a stake standing in the line of meadow formerly of Job Thorp; thence (4) west by south in a straight line to beginning; containing two acres more or less.

**SEVENTH PARCEL:**

**First Subparcel:** BEGINNING at a stone planted by the side of Rahway River; thence running south and by west part of meadow formerly belonging to Force and part by meadow now or formerly of William Lea 10 chains to a stake being a corner of lands now or formerly of Richard Rights; thence along said Rights line and binding thereon south eighty-seven (87) degrees forty-five (45) minutes west 5.01 chains to a stone; being another corner of said Rights' meadow and stands in the line of land now or formerly of Moses Jaquish; thence along said Jaquish's and line of meadow formerly belonging to Morris D'Camp now or formerly belonging to Thomas Marsh, Jr., and binding thereon north and ten (10) minutes west 10.58 chains to a stone by the river and on the south side of the same; thence down said Rahway River and binding thereon to the beginning corner.

Bounded southwesterly partly by a meadow now or formerly of Samuel Force and partly by meadow now or formerly of William Lea; westerly by meadow or formerly of Richard Rights; northwesterly by premises now or formerly of Moses Jaquish and Thomas Marsh, Jr., easterly by Rahway River, and containing four and nine-tenths (4.9) acres be the same more or less.

**Second Subparcel:** That certain tract of salt meadow adjoining the tract deeded in Book 621, Page 32, on the south, containing approximately two (2) acres, bounded on the west by lands formerly belonging to Moses Jaquish and later belonging to Thomas Marsh, Jr.; on the south by lands now or formerly belonging to Avery; on the east by lands formerly belonging to William Lea and on the north by the above described tract.

**EIGHTH PARCEL:** BEGINNING at a point 2152.87 feet measured on a course of North 40 degrees 33 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees 26 minutes 10 seconds East 98.29 feet from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East 2438.10 feet from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) South 6 degrees East 38.87 feet; thence (2) South 38 degrees East 14 feet; thence (3) South 3 degrees West 50 feet; thence (4) South 8 degrees East 22 feet; thence (5) South 16 degrees East 48 feet; thence (6) South 19 degrees East 57 feet; thence (7) South 2 degrees East 78 feet; thence (8) South 50 degrees East 25 feet; thence (9) South 37 degrees East 25 feet; thence (10) South 53 degrees East 25 feet; thence (11) South 64 degrees East 45 feet; thence (12) South 72 degrees East 55 feet; thence (13) South 59 degrees East 28 feet; thence (14) South 77 degrees East 16 feet; thence (15) South 32 degrees East 28 feet; thence (16) North 85 degrees East 31 feet; thence (17) South 64 degrees East 16 feet; thence (18) South 86 degrees East 13 feet; thence (19) North 35 degrees East 16 feet; thence (20) South 40 degrees East 2.50 feet; thence (21) North 8 degrees East 8 feet; thence (22) North 20 degrees West 6 feet; thence (23) North 31 degrees East 25 feet; thence (24) North 12 degrees East 10 feet; thence (25) North 56 degrees East 13 feet; thence (26) North 37 degrees East 15 feet; thence (27) North 66 degrees East 13 feet; thence (28) North 30 degrees East 31.17 feet; thence (29) North 12 degrees East 37.40 feet; thence (30) South 3 degrees 23 minutes West; 69.30 feet; thence (31) North 72 degrees 23 minutes East 130.68 feet; thence (32) North 5 degrees 41 minutes 10 seconds East 327.50 feet; thence (33) North 88 degrees 47 minutes 10 seconds West 134.84 feet; thence (34) North 89 degrees 45 minutes 50 seconds West 437.53 feet to the place of BEGINNING.

The 1st course to the 19th course, both inclusive, run along the easterly side of Cross Creek. The 20th course runs from said side of Cross Creek to the center of the same. The 21st course to the 29th course, both inclusive, run through the center of Cross Creek.

Being the same premises conveyed to the Grantor herein from Henry C. Little and Bruce L. Little, his wife, by deed dated July 24, 1964 and recorded in the Middlesex County Clerk's Office in Deed Book 1467 on Page 1126 on August 5, 1964.

#### TRACT IV

ALL that certain tract of parcel of land and premises hereinafter particularly described, situate, lying and being in the Borough of Carteret, in the County of Middlesex and State of New Jersey, known and designated as Lot No. 17 in Block 10 Plate 9 of the tax duplicate of said Borough of Carteret assessed as three and twenty-five hundredths (3.25) acres and having a width of approximately three hundred sixty-eight and twenty-eight hundredths (368.28) feet on the northerly and southerly sides and approximately four hundred forty-five and fifty hundredths (445.50) feet on the easterly and westerly sides thereof.

Being the same premises conveyed to the Grantor herein from Henry C. Little and Bruce L. Little, his wife, by deed dated January 6, 1938 and recorded in the Middlesex County Clerk's Office in Deed Book 1263 on Page 306 on August 1, 1944.

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TRACT V

FIRST PARCEL: BEGINNING at a point 2258 feet and 54 hundredths of a foot measured on a course of north 40 degrees 33 minutes 50 seconds east from a point in the center line of the Carteret Extension Railroad distant in said center line of said railroad on a course of south 49 degrees 26 minutes 10 seconds east 2116 feet and 75 hundredths of a foot from a stone monument located at the point of intersection in said center line of said railroad which said point of intersection is situated on a line bearing south 47 degrees 51 minutes 30 seconds east 2438 feet and one tenth of a foot from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) north 48 degrees 15 minutes 20 seconds east 695 feet to the southwesterly side of Deep Creek; thence (2) south 53 degrees east 58 feet; thence (3) south 39 degrees east 47 feet; thence (4) south 20 degrees east 151 feet; thence (5) south 34 degrees east 57 feet and 5 tenths of a foot; thence (6) south 48 degrees 36 minutes 20 seconds west 519 feet and 5 hundredths of a foot to the northeasterly side of Ned's Creek; thence (7) north 51 degrees 20 minutes west 35 feet and 5 tenths of a foot; thence (8) north 55 degrees 30 minutes west 53 feet; thence (9) north 57 degrees 25 minutes west 97 feet; thence (10) north 56 degrees west 41 feet; thence (11) north 69 degrees west 19 feet; thence (12) north 78 degrees west 18 feet and 5 tenths of a foot; thence (13) north 87 degrees west 56 feet to the place of BEGINNING.

The 2nd course to the 5th course, both inclusive, run along the southwesterly side of Deep Creek.

The 7th course to the 13th course both inclusive, run along the northeasterly side of Ned's Creek.

Containing within the lines as hereinbefore described 4.118 acres.

SECOND PARCEL: BEGINNING at a point 2716 feet and 69 hundredths of a foot measured on a course of north 40 degrees 33 minutes 50 seconds east from a point in the center line of the Carteret Extension Railroad, distant in said center line of said Railroad in a course of south 49 degrees 26 minutes 10 seconds east 1589 feet and 45 hundredths of a foot from a stone monument located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing south 47 degrees 51 minutes 30 seconds east 2438 feet and one tenth of a foot from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) north 68 degrees 40 minutes 40 seconds east 429 feet to the westerly side of Deep Creek; thence (2) south 36 minutes east 80 feet and 2 hundredths of a foot; thence (3) south 25 degrees 20 minutes east 143 feet; thence (4) south 41 degrees east 153 feet; thence (5) south 45 degrees east 84 feet; thence (6) south 48 degrees 13 minutes 20 seconds west 694 feet and 4 hundredths of a foot to the center of Ned's Creek; thence (7) through the center of Ned's Creek south 82 degrees west 7 feet and 67 hundredths of a foot; thence (8) still along the center of Ned's Creek south 74 degrees west 9 feet to the center of an unnamed creek; thence (9) north 22 degrees west 47 feet; thence (10) north 32 degrees west 18 feet; thence (11) north 9 degrees west 55 feet; thence (12) north 18 degrees 30 minutes west 87 feet; thence (13) north 1 degree west 27 feet; thence (14) north 29 degrees west 102 feet; thence (15) north 32 degrees west 48 feet and 5 tenths of a foot; thence (16) north 13 degrees east 32 feet; thence (17) north 33 degrees east 63 feet; thence (18) north 48 degrees east 33 feet and 5 tenths of a foot; thence (19) north 72 degrees 30 minutes east 78 feet and 7 hundredths of a foot; thence (20) north 21 degrees 56 minutes west 230 feet and 27 hundredths of a foot to the place of BEGINNING.

The 9th to the 18th course both inclusive run through the center of an unnamed creek hereinabove mentioned.

Containing within the lines as above described 6.962 acres.



Being the same premises conveyed to the Grantor herein from Communipaw Central Land Company, by deed dated February 13, 1939 and recorded in the Middlesex County Clerk's Office in Deed Book 1171 on Page 177 on June 10, 1940.

TRACT VI

BEGINNING at the junction of two forks of Oyster Creek, which point of beginning is distant from the point where said Oyster Creek empties into Deep Creek, the following courses and distances measured along Oyster Creek from said last mentioned point, north seventy-eight (78) degrees forty-nine (49) minutes west one hundred and twenty-six feet (126); thence south seventy-eight (78) degrees fifty-seven (57) minutes west two hundred and eight (208) feet; running thence from said point of beginning (1) along the center line of the northerly fork of Oyster Creek, north fifty-eight (58) degrees twenty-six (26) minutes west thirty-two (32) feet; thence (2) still along the same north eighty-six (86) degrees twenty-one (21) minutes west twenty-nine (29) feet; thence (3) still along the same north sixty-three (63) degrees west one hundred and twelve (112) feet; thence (4) still along the same north twenty-six (26) degrees forty (40) minutes west thirty-nine feet and seventy-five one-hundredths of a foot (39.75); thence (5) still along the same north thirty-five (35) degrees three (3) minutes west thirty-five feet and ninety one-hundredths of a foot (35.90); thence (6) south fifty-one (51) degrees twenty-six (26) minutes twenty (20) seconds west four hundred and forty-six feet and eighty-two one-hundredths of a foot (446.82) to the southerly fork of said Oyster Creek; thence (7) running along said southerly fork of said Oyster Creek to the place of BEGINNING.

Being the same premises conveyed to the Grantor herein from Henry C. Little and Bruce L. Little, his wife, by deed dated October 13, 1945 and recorded in the Middlesex County Clerk's Office in Deed Book 1287 on Page 361 on October 23, 1945.

TRACT VII

ALL that certain tract or parcel of land and premises BEGINNING at a point one thousand six hundred and thirty-nine feet and ninety-seven hundredths of a foot measured on a course of North 40 degrees 31 minutes 50 seconds East from a point in the center line of Sound Shore Extension Railroad, also known as Carteret Extension Railroad, distant in said center line of said Railroad on a course of South 49 degrees, 26 minutes 10 seconds East one thousand one hundred eighty-eight feet and eighty-seven hundredths of a foot from a stone monument, located at the point of intersection in said center line of said Railroad, which said point of intersection is situated on a line bearing South 47 degrees 51 minutes 30 seconds East two thousand four hundred thirty-eight feet and one tenth of a foot from another stone monument located at the beginning of said course and distance and being in the center line of the Elizabethport and Perth Amboy Branch of the Central Railroad Company of New Jersey; thence running (1) North 2 degrees 28 minutes 20 seconds East two hundred twenty-two feet; thence (2) North 72 degrees East one thousand fifty feet and seventy-six hundredths of a foot; thence (3) South 21 degrees 56 minutes East two hundred eighteen feet and forty-seven hundredths of a foot; thence (4) South 72 degrees 30 minutes West one thousand one hundred forty-three feet and forty-four hundredths of a foot to the place of BEGINNING.

Being the same premises conveyed to the Grantor herein from Harry A. Bostrom and Ruth L. Bostrom, his wife, by deed dated November 10, 1939 and recorded in the Middlesex County Clerk's Office in Deed Book 2379 on Page 529 on December 7, 1962.

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TRACT VIII

FIRST PARCEL: BEGINNING at a large stone at corner to lands of Tremley Point Corporation and lands of James Compton and also being a corner of lands formerly of Isaac Lambert; running (1) along line of lands of Tremley Point Corporation North 77 degrees 52 minutes East 421.70 feet to a point in the westerly line of Rahway River; thence (2) along the westerly line of said Rahway River in a southerly direction 450 feet more or less to a point in line of lands formerly of one Enders; thence running (3) along line of lands of said Enders North 71 degrees 50 minutes West 483 feet to point in line of lands formerly of James Compton; thence running (4) along line of lands of said Compton North 17 degrees 40 minutes East 221.92 feet to place of BEGINNING. Containing 3.340 acres.

SECOND PARCEL: All that parcel or piece of salt meadow situate, lying and being in Woodbridge Rahway Meadow on an island in said Meadow containing 8.10 acres butted and bounded as follows: BEGINNING at the southeast corner of meadow now or formerly belonging to Solomon Hunt near a branch of Deep Creek; from thence running with said Hunt's line 8 chains 88 links to a stone planted for a corner of a parcel of meadow released to David Dunham in trust for his children; thence with said David Dunham's line south 84 degrees 30 minutes East 5 chains 55 links to Rahway River; thence down along said River to mouth of said Creek; thence up along said Creek or branch of Deep Creek to the BEGINNING. Being butted westerly by Solomon Hunt's meadow, northerly by the said parcel of meadow released to said David Dunham, east by Rahway River and southerly by said branch of Deep Creek.

THIRD PARCEL: All that certain piece and parcel of salt marsh or meadow and containing 2 1/2 acres of land more or less situate and being in Woodbridge Rahway Meadows, it being part of Cattau Meadow, of which conveyance was made to John De Camp, deceased, and in a division of the Estate of John D. Camp deceased, unto his son Morris D. Camp and from said Morris D. Camp to Thomas Marsh bounded and described as follows: BEGINNING at a stake or stone planted by the Rahway River being the northwest corner of a tract of salt meadow formerly belonging to Hugh Marsh now in possession of James Hunt; thence running South 2 chains 40 links to a stake or stone planted in said Hunt's line; thence North 80 degrees 45 minutes West 8 chains 94 links to a stake or stone; thence North 2 chains 80 links to said River; thence easterly down said River to place of BEGINNING. Containing 2 1/2 acres as aforesaid more or less.

FOURTH PARCEL: Bounded southerly and westerly by Deep Creek at its junction with Rahway River; northerly and easterly by Rahway River and southeasterly by meadow of John C.D. Camp. Containing about 4 acres more or less.

FIFTH PARCEL: BEGINNING at a stone planted by the Deep Creek which is a corner of Lambert De Camp; thence North 62 degrees 35 minutes East 7 chains 9 links to a stone by Rahway River; thence South 34 degrees 70 minutes East along River 5 chains 34 links to a stake corner of John Moore, Estate; thence North 57 degrees East 6 chains 97 links to a stake by aforesaid Creek; thence North 45 degrees 30 minutes West 4 chains 44 links to a stake; thence North 16 degrees 30 minutes West 2 chains 53 links along Creek to BEGINNING.

Bounded northerly by De Camp; Easterly by said River; South by said John Moore; West by aforesaid Creek.

SIXTH PARCEL: BEGINNING at a stake planted by the Deep Creek; from thence running East North East 7 chains to Rahway River; thence as the River runs and binding thereon 6 chains to a stake; thence 56 degrees West 7 chains to a stake planted at the Deep Creek; thence as the said Creek runs and binding thereon 6 chains to BEGINNING. Containing 3 acres more or less.

SEVENTH PARCEL: Being all that tract of salt meadow which lies adjacent to and southerly of the tract described in a

deed from Betsey Bullman, Executrix to Levi Darby by deed dated August 9, 1873 and Northorly of a tract of salt meadow land containing 4 22/100 acres conveyed by Peter B. Amory to Levi Douglass Darby, otherwise Douglass L. Darby by his deed dated March 14, 1887 and Westerly by Deep Creek and Easterly by the Rahway River. Said to contain 4 acres.

EIGHTH PARCEL: BEGINNING at a point on the easterly bank of the Rahway River being the westerly corner of the tract hereby conveyed and the most northerly corner of land now or formerly of James Compton; thence running South 41 degrees 45 minutes East 726.4 feet along land now or formerly of James Compton to a stone and corner of land of Isaac Lambert; thence along said land of Isaac Lambert North 77 degrees 52 minutes East 421.70 feet to the Bank of the Rahway River (being at this point the westerly bank of said River) thence along said River following its various courses northerly, westerly and southerly to the point and place of BEGINNING. Containing 9.042 acres.

NINTH PARCEL: BEGINNING at a stake planted by the edge of the Rahway River at a corner of meadow set off to Violetta Marsh widow of Solomon Marsh, deceased; thence running with the division line of said Violetta Marsh South 58 degrees 15 minutes East 9 chains or thereabouts to a stake or stone planted in line of meadow formerly belonging to John Enders, et als; thence South 5 degrees West 10 chains 26 links to a stone planted near the edge of a small worm or creek; thence along up said worm and low sedge meadow adjoining former Thomas Morris' line until it comes to the edge of the Rahway River; thence up said River its various courses to the place of BEGINNING. Containing 5.18 acres more or less.

Bounded northerly by meadow set off to said Violetta Marsh, now deceased, westerly by Rahway River meadow now or formerly of Thomas Morris deceased, and a worm or creek, southerly by said worm or creek and easterly by meadow formerly of John Enders et als.

TENTH PARCEL: Being known as the Baker Meadow, bounded on the north by lands belonging to Thomas Morris, East by lands of B. Radley, on the south by unknown parties, west by Aaron Shotwell and lying on Deep Creek, also near the Rahway River. This tract is also known as the Cornelius Baker lot and is said to contain 4 1/2 acres more or less.

ELEVENTH PARCEL: A lot of salt meadow situate in Woodbridge Township, Rahway Meadows, containing 2 1/2 acres more or less bounded southeast by Cross Creek, south by meadow now or late of Aaron Cloton, deceased west by meadow now or late of Samuel Jacques and north by meadow now or late of Thomas Alston.

ALSO all of the following lots, whether wholly or partially included in the foregoing descriptions or not;

All of Lot 21 in Block 9;

All of Lots 12, 13, 14 and 16 in Block 10;

All of Lots 8 and 28 in Block 11 as shown and designated on the Assessment Maps of the Borough of Carteret in use on January 14, 1943, said lots being shown on Sheets 9 and 10 of said Maps which bear the legend "Borough of Roosevelt, Middlesex County, New Jersey Scale 1"=200' Aug. 1918 F.P. Simons, Carteret N.J."

Also all the right, title and interest of the Grantor herein in Lot 11, Block 11 as shown on said Maps.

Being the same premises conveyed to the Grantor herein from Richfield Realty Corporation by deed dated January 14, 1943 and recorded in the Middlesex County Clerk's Office in Deed Book 1231 on Page 517 on January 22, 1943.

B06127P0884



## SCHEDULE B

### Easements, Covenants, Restrictions and Other Encumbrances

1. Current taxes not due and payable.
2. Municipal zoning ordinances and other applicable federal, state and local laws, ordinances, regulations and requirements.
3. Any facts about the Property which would be disclosed by an accurate survey of the Property.
4. No Further Action Letter and Covenant Not to Sue issued by the New Jersey Department of Environmental Protection on September 24, 2002.
5. Declaration of Environmental Restrictions dated April 26, 1995 and recorded on May 4, 1995 in Book 4236, Page 348.
6. Access Agreement to be entered into between the Seller and the Buyer as of the Closing Date as contemplated by the within Agreement.
7. Restrictions contained in the deed dated August 17, 1999 from Cytec Industries, Inc. to the Seller and recorded on September 15, 1999 in Deed Book 4683, Page 327.
8. Easement dated July 26, 1938 by Richfield Realty Corporation to Carbide and Carbon Chemicals Corporation and recorded on September 7, 1938 in Book 1139, Page 53.
9. Covenants and restrictions contained in the Administrative Consent Order dated September 5, 1990 between the New Jersey Department of Environmental Protection and American Cyanamid Company, recorded on November 5, 1990 in Book 4114, Page 25, as amended by an Amendment thereto dated July 6, 1993, which was recorded in Book 4114, Page 53.
10. Restrictive Covenant dated as of December 17, 1993 by American Cyanamid Company and Cytec Industries Inc. and recorded on December 23, 1993 in Book 4116, Page 242.
11. Easement Agreement dated December 5, 2006 by Titan PDC Carteret Urban Renewal, LLC to the Seller and recorded on January 17, 2007 in Book 5773, Page 128.
12. Any and all matters relating to tidelands, riparian rights or wetlands.



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

GIT/REP-3  
(10-09)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

Carterset Development LLC

Current Resident Address:

Street: Five Garret Mountain Plaza

City, Town, Post Office

State

Zip Code

Woodland Park

NJ

07424

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

Lot(s)

Qualifier

Block 9.03, Lot 21, Block 10, Lots 6-10, 12-21, Block 11.01, Lots 8, 10-14 and 28

Street Address:

City, Town, Post Office

State

Zip Code

Carteret

NJ

07008

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$2,500,000

January 15, 2010

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

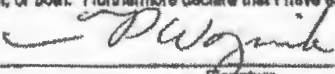
1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

January 15, 2010

Date

  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

ILLEGIBLE ORIGINAL  
Middlesex County Clerk

B06127P0886

## AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY

COUNTY

Morris

} SS. County Municipal Code

1201

MUNICIPALITY OF PROPERTY LOCATION

CARLETON

## FOR RECORDER'S USE ONLY

Consideration \$  
RTF paid by buyer \$  
Date By

PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

XXX-XX-X

428

Last 3 Digits in Grantee's Social Security Number

Deponent, Chester Pucllo, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Manager in a deed dated January 15, 2010, transferring (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 9.03 Lot 21 Block 10 Lot number 8-10 and 12-21 and Block 11.01 located at

Salt Meadows, Carleton, and annexed thereto.

(2) CONSIDERATION \$ 2,500,000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- ☐ Class 2 - Residential  
☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property  
☐ Class 4A - Commercial Properties (If checked, calculation on (C) required below)  
☐ Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- ☒ Property class. Circle applicable class(es). 1 4B 4C 15  
 Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property  
☐ Exempt Organization pursuant to federal Internal Revenue Code of 1986  
☐ Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and MUST ATTACH COMPLETED RTF-4)

(C) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or in excess of 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 15 day of January, 2010

Signature of Deponent

Rahway Arch Properties, LLC

Grantee Name

7 Nottingham Dr, Florham Park

Deponent Address

7 Nottingham Dr, Florham Park

Grantee Address at Time of Sale

LOUIS I. KARP, ESQ.  
ATTORNEY AT LAW  
IN THE STATE OF NEW JERSEY

Name/Company of Settlement Officer

## FOR OFFICIAL USE ONLY

Instrument Number County  
Deed Number Book Page  
Deed Dated Date Recorded

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:

STATE OF NEW JERSEY - DIVISION OF TAXATION

PO BOX 231

TRENTON, NJ 08646-0231

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at [www.state.nj.us/treasury/taxation/tp/localtax.shtml](http://www.state.nj.us/treasury/taxation/tp/localtax.shtml)

B06127P0887



TO: THE SECRETARY'S OFFICE

DATE SENT: 20FE2007

FROM: THOMAS E. MESEVAGE

EEMENT TYPE: REAL PROPERTY DEEDS,EASEMENTS,LEASE AGREEMENT NUMBER: L9904329

MATTER: EASEMENT AGREEMENT

PARTY:

TITAN-PSC CARTERET URBAN RENEWAL LLC  
C/O PANATTONI DEVELOPMENT COMPANY  
180 RARITAN CENTER PARKWAY  
FIRST FLOOR  
EDISON, NJ 08837

CYTEC PARTY:

CARTERET DEVELOPMENT LLC  
5 GARRETT MOUNTAIN PLAZA  
WEST PATERSON, NJ 07424

EVERGREEN

ROLL PERIOD

#D#M#Y

EFFECTIVE DATE

01DE2006

CONTACT: DIRECTOR  
DEPARTMENT(S): REAL ESTATE

PLANT:  
CONTRACT NUMBER:

AGREEMENT ABSTRACT:

EASEMENT PROVIDES CARTERET DEVELOPMENT ACCESS TO PATHWAY TO CARTERET LAND  
1. DESCRIBED IN AGREEMENT, INCLUDING FUTURE ACCESS TO BOTH PHASE I LAND AREA AFTER  
COMPLETION OF NJ TURNPIKE CONNECTOR ROAD TO BE COMPLETED AROUND 2010. THE  
NATURE OF THIS EASEMENT PROVIDES CARTERET DEVELOPMENT WITH ACCESS EQUIVALENT TO  
OR BETTER THAN PROVIDED PRIOR TO UNDERTAKING OF THIS PROJECT BY TITAN.

KEYWORDS:

CARTERET  
EASEMENT  
TITAN

MCKIRDY AND RISKIN  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

136 SOUTH STREET  
P.O. BOX 2379  
MORRISTOWN, N.J. 07962-2379  
TELEPHONE (973) 539-8900  
FAX # 984-5529

February 14, 2007

Mr. Eugene C. Boyle  
Cytec Industries, Inc.  
Five Garret Mountain Plaza  
West Paterson, New Jersey 07424

**Re: Cytec Industries Inc. adv. Carteret  
Our File NO. 6275**

FEB 16 2007  
TREASURY SERVICES

Dear Gene:

I am enclosing a recorded Easement Agreement from Titan-PDC Carteret Urban renewal,  
LLC to Carteret Development, LLC dated December 5, 2006.

Very truly yours,

**MCKIRDY & RISKIN P.A.**

  
ANTHONY F. DELLA PELLE

ADP/gct

Enc.

cc: Edward D. McKirdy, Esq. w/o enc.)

L 7764329

[REDACTED]

MIDDLESEX COUNTY CLERK

Return To:

DEEPA KAIREN  
90 WOODBRIDGE CENTER DR, P O BOX 10  
WOODBIDGE , NJ  
07095

TITAN-PDC CARTERET URBAN RENEW  
AL, LLC

Index DEED BOOK

Book 05773 Page 0127

No. Pages 0068

Instrument DEED W/O ABSTRA

Date : 1/17/2007

Time : 3:49:52

Control # 200701170977

INST# DE 2007 000826

Employee ID PATELD

RECORDING	\$	355.00
DARM	\$	201.00
NJPRPA	\$	134.00
- - - - -	\$	.00
- - - - -	\$	.00
- - - - -	\$	.00
- - - - -	\$	.00
- - - - -	\$	.00
- - - - -	\$	.00
- - - - -	\$	.00

Total: \$ 690.00

STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

ELAINE FLYNN  
COUNTY CLERK



200701170977





**EASEMENT AGREEMENT  
TITAN PDC CARTERET URBAN RENEWAL, LLC  
TO  
CARTERET DEVELOPMENT LLC**

RECORD  
ELAINE M. FI  
MIDDLESE  
TY

2007 JAN 17 PM

BOOK # \_\_\_\_\_  
PAGE # \_\_\_\_\_  
# OF PAGES \_\_\_\_\_

THIS AGREEMENT made this 5th day of December, 2006, by TITAN PDC CARTERET URBAN RENEWAL, LLC, having an office at c/o Panattoni Development Company, 180 Raritan Center Parkway, First Floor, Edison, New Jersey 08837 ("Titan") in favor of CARTERET DEVELOPMENT LLC, having an office at 5 Garret Mountain Plaza, West Paterson, NJ 07424 ("C/D").

**RECITALS:**

The following recitals are material covenants concerning the declaration, establishment and grant of certain access/egress easements over and upon lands now under contract of purchase or to be acquired by Titan.

WHEREAS, Titan has been designated by the Borough of Carteret as the redeveloper of Phase I of a certain redevelopment district, which Phase I is depicted in **Exhibit A**, attached hereto and identified as "iPort12, Overall Plan, dated June 10, 2005," as prepared by Menlo Engineering Associates, LLC ("Phase I"). Lots 17-20, 23-26, 29-31, 33-47, 49, 50, 52, 58, 60 in Block 11.01 are included therein. Titan has also been designated by the Borough of Carteret as redeveloper of the C/D Lands (defined below), and has entered into that certain Agreement of Purchase and Sale with C/D dated July 18, 2006; and

WHEREAS, Titan has contracted to purchase all the Phase I land area, approximately 116 acres, either directly from the present site owners or by the purchase of those lands which the Borough may acquire therein by eminent domain proceedings to aid in the carrying out of the Redevelopment Plan of Titan with respect to the 116 acre Phase I area of redevelopment; and

WHEREAS, Titan has secured approvals from the municipal and county planning board, as well as many other approvals from the State government, to begin the implementation of its financing and construction sequences of their project which is expected to begin in the summer of 2006; and

WHEREAS, C/D currently gains access/egress to and from its 120 acre (+ or -) parcel of vacant land (Block 9.03, Lot 21; Block 10, Lots 8-10 and 12-21; and Block 11.01, Lots 8, 10-14 and 28), which is adjacent to the Titan project area (the "C/D Lands"), by easement rights across a certain junction access grade crossing of the Conrail tracks by the use of certain unimproved dirt pathways (except in the vicinity of the crossing of the Conrail tracks where the pathway is paved) identified as Driftway, described in Book 1139 at Page 53 (a copy of which is attached as **Exhibit B**), and C/D also gains access/egress to and from the C/D Lands over a certain Street, (known as Saltmeadow Road), as is generally depicted in **Exhibit C** attached hereto, as prepared by Keller & Kirkpatrick, Consulting Engineers and Land Surveyors, entitled "Sketch of Driftway" and bearing a date of May 17, 2005, and as provided in an Ordinance adopted by the

Borough of Carteret on May 17, 1951 (a copy of which is annexed hereto as Exhibit D), although there is no recorded easement with respect to the Saltmeadow Road; and as part of the Titan redevelopment, the current location of the grade crossing is being relocated; and

WHEREAS, to assist Titan in its acquisition and implementation of the redevelopment plan and consistent with the Planning Board approvals, the Borough of Carteret has commenced an eminent domain proceeding which will ultimately extinguish the rights and claims of persons, known and unknown, to continue the future use of Driftway and Saltmeadow Road, including, but not limited to C/D.

NOW, THEREFORE, in consideration of these premises and the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration paid to Titan by C/D, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms thereafter contained:

IT IS AGREED THAT:

FIRST: To provide for C/D to continue to have an alternative access/egress pathway to the C/D Lands referenced herein, Titan hereby agrees that upon its acquisition of title to the Phase I lands, and at the time that Conrail has completed the new junction access grade crossing and the termination of the existing access across the previous junction access grade crossing of the Conrail tracks over the Driftway and the termination of C/D's right to Saltmeadow Road, Titan will grant, and hereby does grant to C/D, an easement to create interim access for C/D as depicted on Exhibit E (the "Interim Access"). Subsequently, at the time that Titan completes construction of the Perimeter Road (defined below), it will grant C/D, and hereby does grant to C/D, a permanent pathway easement for access for the benefit of C/D over the Perimeter Road described on Exhibit A (the "Perimeter Road Easement"). In addition, at that time, Titan will provide for access to that Perimeter Road by constructing a "T" type junction connection off the Perimeter Road. "Perimeter Road" refers to the road to be built by Titan around the construction site of two (2) buildings proposed for Phase I development (one of which will have a footprint of 1,064,515 s/f and the other building which will have a footprint of 200,218 s/f). This Perimeter Road is depicted in Exhibit A attached hereto. Titan shall construct it and pave and improve it to the point of a current connection to the C/D present gated junction access to the C/D Lands. C/D shall also have the right to cross the newly proposed and approved five (5) lane grade crossing across the Conrail Tracks as depicted in Exhibit A, in order to gain access/egress to and from the Perimeter Road in accordance with the Grade Crossing Agreement between Conrail and Titan (attached hereto as Exhibit F). Those rights are subject to the grantee's agreement to acknowledge the paramount right of Conrail at all times to change, move, remove, construct or add to and to use its facilities, track(s), right of way and property as are located at the Crossing, and to exercise the greatest care in using the Crossing. C/D hereby agrees that upon Titan's acquisition of title to the Phase I lands, and at the time that Titan has caused the new junction access grade crossing to be completed such that the Interim Access is effective, all right, title and interest of C/D in and to the Driftway and Saltmeadow Road shall terminate and be extinguished.

SECOND: Upon completion by the New Jersey Turnpike Authority of a certain connector road across the Phase I lands of Titan, at or near the adjacent property line of C/D,



which Turnpike connector roadway shall bridge across the Rahway River, at the same point of time in the future, all future access to both the Phase I land area and the C/D Lands shall thereafter be established off the Turnpike Connector Road between Carteret, New Jersey and Linden, New Jersey and in such event the Interim Access and/or the Perimeter Road Easement which crosses the new Conrail Grade Crossing shall be terminated and extinguished as contemplated in the Grade Crossing Agreement between Conrail and Titan executed in November 2005. The Perimeter Road access point from the new Conrail Grade Crossing described in Exhibit A and described in the FIRST paragraph shall be closed off to both Titan and C/D. It is expected that this Carteret/Linden connector road, to be constructed by the New Jersey Turnpike Authority, shall be completed on or about December 31, 2010, but no representation of a specific date is set forth herein or established as timeline obligations for either party hereto.

THIRD: It is the intention of the parties that this Easement will be recorded after execution of the parties. Therefore, it is acknowledged by all parties that the nature of this recorded Easement provides the C/D Lands with access that is equivalent to or better than the access/egress that C/D has enjoyed prior to the undertaking of this project by Titan. To the extent that the nature of the access/egress provided by this Easement is better than the nature of the access/egress that existed prior to the undertaking of this redevelopment project, the parties acknowledge that such improvement is a "project enhancement" that results from the redevelopment project, and as such is not part of the compensable value of the C/D Lands; however, this Agreement shall not be construed as an admission by C/D as to whether the access/egress provided herein is better than the access/egress which C/D enjoyed prior to entering into this Agreement. Notwithstanding any statements in this Section, in any future condemnation valuation of the whole C/D Lands, C/D will not be prohibited from claiming, in a redevelopment taking, that the value of the property may be enhanced by separate road improvements undertaken (or even known at the time of the taking) for the NJ Turnpike Connector Road "project."

FOURTH: It is acknowledged that the nature of the access/egress provided herein is reasonable substitute access/egress to the C/D Lands; therefore, no compensation or damages will be sought by C/D for taking or terminating access to the Driftway and Saltmeadow Drive as contemplated herein.

FIFTH: All of the limitations, covenants, conditions, easements and restrictions contained herein shall attach and run with the land and be binding upon the successor and assign of the respective owners of the two (2) parcels specified herein (Phase I and Cytex).

SIXTH: Except to the extent of the acknowledgement in paragraph THIRD, execution of this Easement by C/D shall not constitute a waiver of any of its rights with respect to the C/D Lands, nor shall it otherwise prejudice any rights of C/D with respect to the C/D Lands in any ensuing proceeding.

SEVENTH: In the event any term, condition or provision hereof is held to be invalid, such holding shall not invalidate any other term, condition or provision herein contained.

EIGHTH: This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey.

NINTH: This Agreement may be altered or modified except by a writing signed by all parties hereto, or their successors in interest.

TENTH: This Agreement may be executed with duplicate signature pages.

ELEVENTH: C/D, and each and every subsequent owner or occupant of the lands benefited by the easements described herein, covenants and agrees to indemnify and hold harmless Titan and its successors and assigns from any and all losses, claims, damages, costs, expenses, judgments and legal fees incurred in connection with the use by C/D or C/D's agents, employees or invitees of the easements granted herein and the Conrail Crossing. C/D shall maintain liability insurance in commercially reasonable amounts covering its use of the easements granted herein and the Conrail Crossing which insurance shall name Titan as an additional insured.

IN WITNESS WHEREOF, Titan and C/D hereto have duly signed and sealed these presents the day and year first above written:

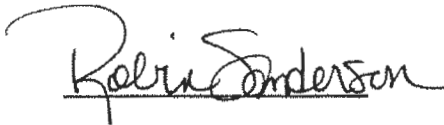
Signed, sealed, and delivered,

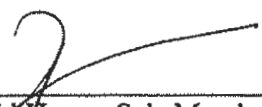
Titan-PDC Carteret Urban Renewal, LLC, a  
Delaware limited liability company

By: Carteret PDC, LLC, a Delaware limited  
liability, Managing Member

By: Hagan Investments, LLC, a  
Colorado limited liability company,  
Managing Member

WITNESS:




By:   
David Hagan, Sole Member

WITNESS:



CARTERET DEVELOPMENT LLC

By:   
, Member

ACKNOWLEDGEMENT

STATE OF Colorado )  
 ) ss.:  
COUNTY OF Denver )

BE IT REMEMBERED, that on this 5<sup>th</sup> day of December, 2006 before me, the subscriber, personally appeared, DAVID HAGAN, who, I am satisfied, is the person named in and who executed the within Agreement, and thereupon he acknowledged that he signed and delivered the same as his act and deed, and the act and deed of the said TITAN-PDC CARTERET URBAN RENEWAL, LLC, a limited liability company, for the uses and purposes therein expressed.



My Commission Expires 10/17/2010

Jill P. Hoswell  
Notary Public

Record & Return:

Deepa Kairen  
Wilentz, Goldman + Spitzer, P.A.  
90 Woodbridge Center DR  
Suite 900, Box 10  
Woodbridge, NJ 07095 - 0958



STATE OF NEW JERSEY       )  
  )   ss.:  
COUNTY OF morris       )

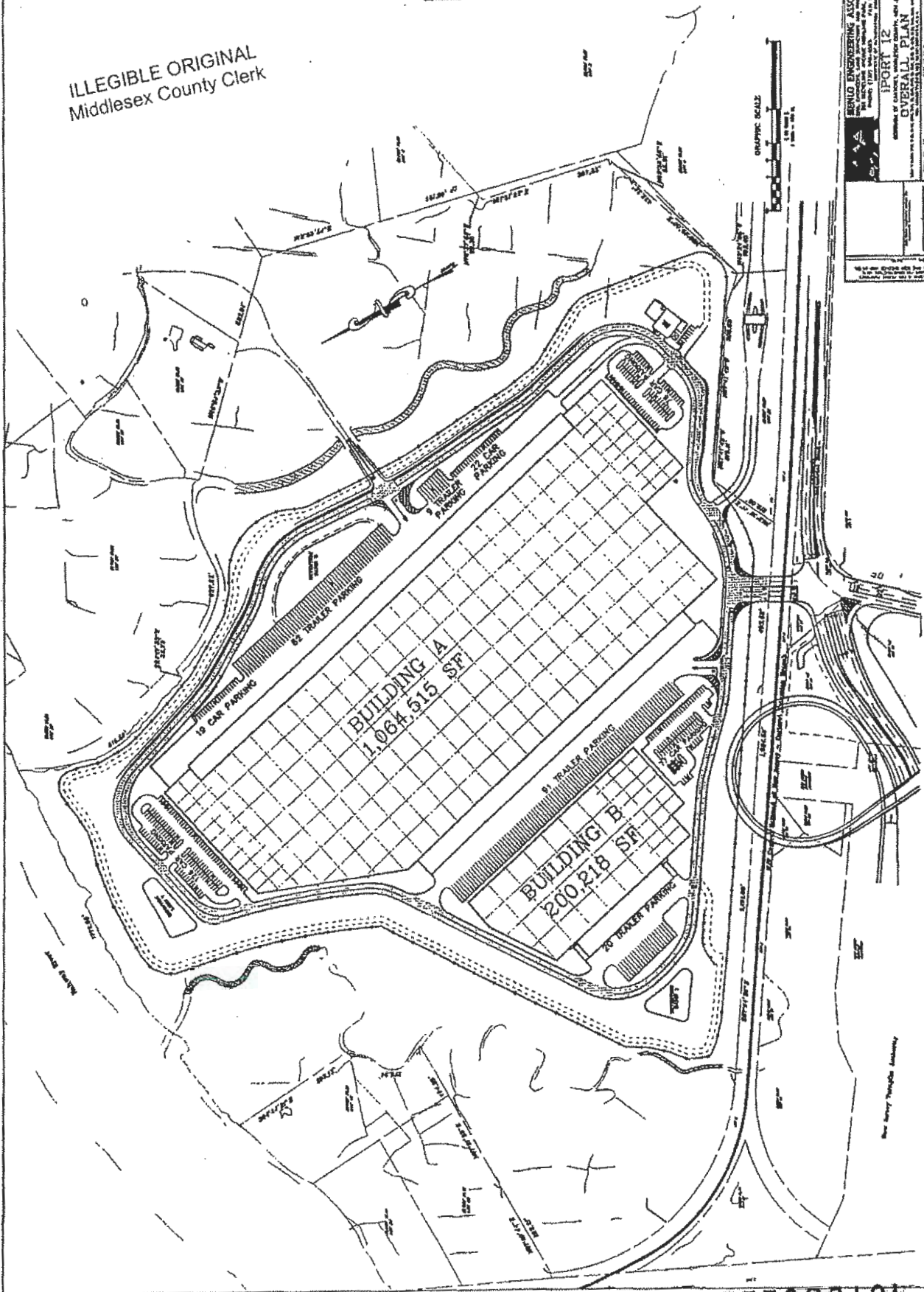
BE IT REMEMBERED, that on this 13 day of December, 2006, before me, the subscriber, personally appeared James P. Cronin, who, I am satisfied, is the person named in and who executed the within Agreement, and thereupon he acknowledged that he signed and delivered the same as his act and deed, and the act and deed of the said CARTERET DEVELOPMENT LLC, a limited liability company, for the uses and purposes therein expressed.

Sandra Tedeschi  
Notary Public

SANDRA TEDESCHI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 31, 2011

# Exhibit A

ILLEGIBLE ORIGINAL  
Middlesex County Clerk



<b>PORT 12</b> <b>OVERALL PLAN</b>	
PREPARED BY ENGINEERING ASSOCIATES, INC. 1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 PHONE: (303) 733-1111 FAX: (303) 733-1112	DATE: 10/1/88 SCALE: AS SHOWN SHEET NO. 1 OF 1

B05773P0134

ILLEGIBLE ORIGINAL  
Middlesex County Clerk

Exhibit B

... as per Voluntary act and deed for  
the uses and purposes therein expressed.

Melvin J. Koestler  
A Master in Chancery of New Jersey.

Received and recorded September 7, 1938 at 8:43 A.M.

George Oathens-CLERK.

#3905

RICHFIELD REALTY CORPORATION

TO

CARBIDE AND CARBON CHEMICALS  
CORPORATION

a New York corporation, licensed to do business in the State of New Jersey, having

THIS INDENTURE made the twenty-sixth day  
of July in the year of our Lord one thousand  
nine hundred and thirty-eight Between Rich-  
field Realty Corporation a corporation organ-  
ized and existing under and by virtue of  
the laws of the State of Delaware licensed to  
do business in the State of New Jersey  
and having its principal office located at  
207 Broad Street in the City of Elizabeth  
in the County of Union and State of New Jersey  
party of the first part;

AND Carbide and Carbon Chemical Corporation

1139 — 53

its principal office located at 30 East 42nd Street, New York City, party of the  
second part;

WITNESSETH That the said party of the first part, for and in consider-  
ation of the sum of one (\$1.00) Dollar and other good and valuable consideration  
lawful money of the United States of America to it in hand well and truly paid by  
the said party of the second part, at or before the sealing and delivery of these  
presents, the receipt whereof is hereby acknowledged and the said party of the first  
part being therewith fully satisfied, contented and paid, has given, granted, bar-  
gained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these  
presents does give, grant, bargain, sell, alien, release, enfeoff, convey and  
confirm unto the said party of the second part, and to its successors and assigns  
forever.

ALL that certain easement situate lying and being in the Borough of  
Carteret in the County of Middlesex and State of New Jersey being across the most  
southerly side of Lot 21 in Block 9 on the Assessment Map of said Borough of Carteret  
which easement shall not exceed a width of 40 feet and shall extend from the south-  
erly side of the Rahway River to Deep Creek for a pipe line only together with the  
right to lay and maintain a pipe line only over, under and upon said easement fore-  
ever; said easement to be limited, however to the sole use of the grantee herein  
and its successors and assigns in right, title, and interest and for the use of no  
others whatsoever.

TOGETHER with all of the rights if any of the grantors, in and  
to a certain driftway running northeasterly from Roosevelt Avenue crossing the  
Carteret Extension Railroad and running to the boundary line between lots numbered  
20 and 23 in Block 11 as laid down on the Assessment Map of the Borough of Carteret  
and which said driftway binds on the westerly and partly on the northerly line  
of Lot 21 in Block 11 on said Assessment Map.

It is expressly understood and agreed between the parties hereto that  
the easements and rights of way referred to herein and in a certain deed of convey-  
ance made by Helen Fivonski to the grantee herein, dated July 26, 1938 shall inure  
to the benefit of the respective parties hereto and to their successors, heirs  
executors, administrators and assigns.

TOGETHER with all and singular the houses, buildings, trees, ways,  
waters, profits, privileges and advantages with the appurtenances to the same belong-  
ing or in anywise appertaining.

ALSO all the estate, right, title, interest, property claim  
and demand whatsoever of the said party of the first part, of, in and to the same,  
and of, in and to every part and parcel thereof.

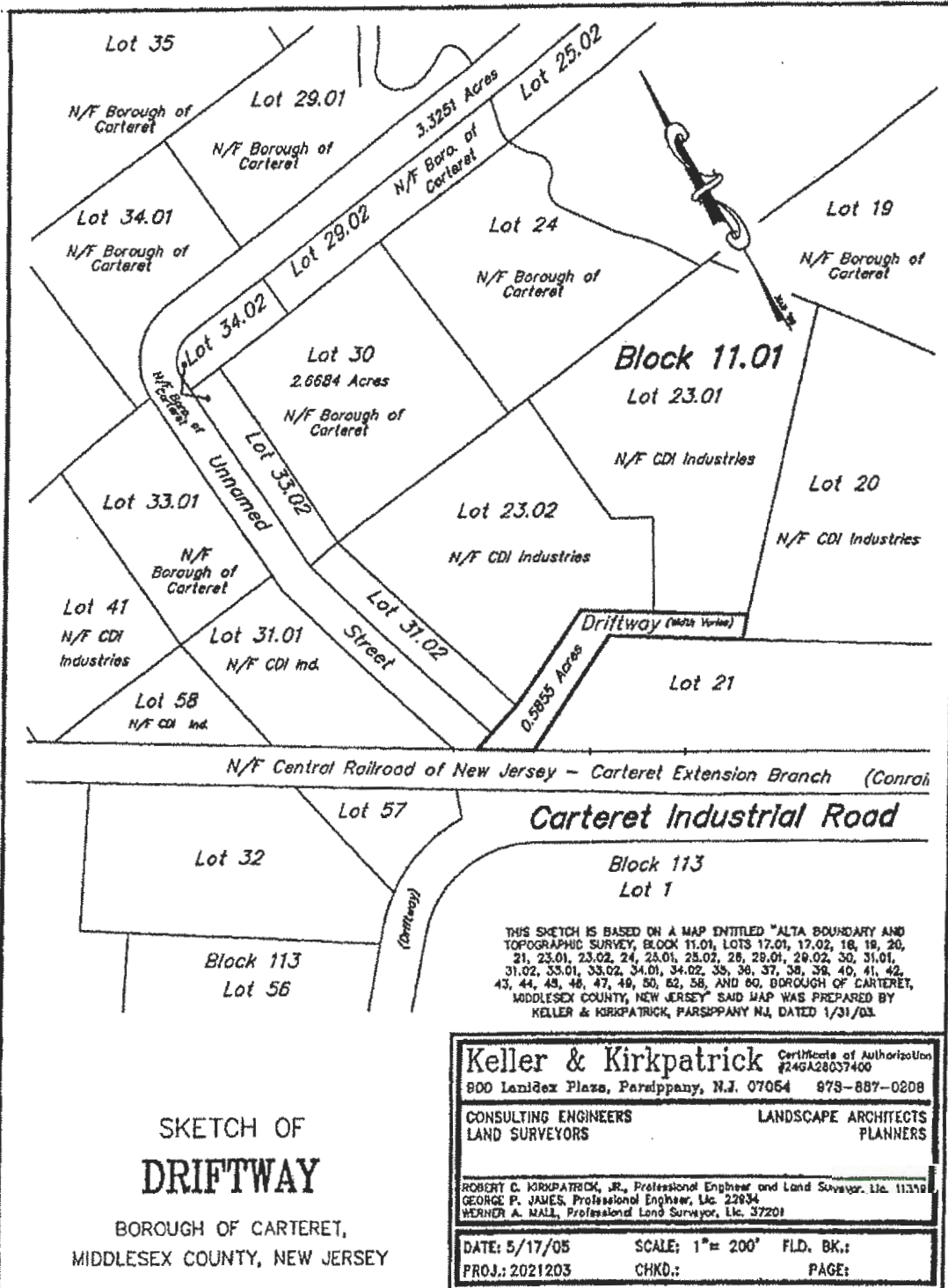
TO HAVE AND TO HOLD all and singular the above described land and  
premises with the appurtenances unto the said party of the second part, its suc-  
cessors and assigns to the only proper use, benefit and behoof of the said party  
of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has caused these  
presents to be signed by its President attested by its Secretary and

805773P0135



# Exhibit C



B05773P0136

## Exhibit D

### ORDINANCE

"AN ORDINANCE TO LAY OUT AND OPEN A PUBLIC STREET IN THE BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY AND TO BE KNOWN AS STREET."

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET IN MIDDLESEX COUNTY, NEW JERSEY:

Section 1. A public Street shall be layed out and opened between the northerly side of the Carteret Extension Branch Railroad to the Southerly side of the Rahway River, being sixty (60') feet in width and described as follows:

BEGINNING at a point in the northeasterly line of lands of Communipaw Central Land Co. (Lot 31-A, Block 11, Carteret Tax Map) distant 340.62 feet on a course of  $N 6^{\circ} 30' 10'' W$  from a point in the Monumented center line of the Sound Shore Extension Railroad, which point is distant along said center line 210.32 feet on a course of  $N 47^{\circ} 51' 30'' W$  from a stone monument at the point of intersection of tangents in said Railroad center line, said monument being distant 2438.1 feet on a course of  $S 47^{\circ} 51' 30'' E$  along said center line from a monument at its intersection with the Elizabethport & Perth Amboy Branch of the Central Railroad of New Jersey; said Beginning Point being also distant 121.08 feet on a course of  $N 47^{\circ} 51' 30'' W$  along the northeasterly line of land of Communipaw Central Land Co. from the westerly line of lands of Charles Guerra.

From said Beginning point running

(1) Parallel with said Guerra line and distant 80 feet westerly measured at right angles therefrom,  $N 6^{\circ} 30' 10'' W$ , 131.46 feet, passing through Lot 31-B in Block 11, to an angle in said center line; thence.

(2) Parallel to and distant 80 feet westerly measured at right angles from the westerly line of Lot 30,  $N 6^{\circ} 07' 30'' E$ , 374.40 feet to a point of curve and passing through Lots 31-B, 33 and 34; thence

(3) Along a curve to the right with a radius of 80 feet, an arc distance of 122.06 feet to a point of tangency and passing through Lot 34; thence

(4) Passing through Lots 34, 29, 25 and 17, approximately 100 feet northerly from the southerly line of said lots  $S 86^{\circ} 27' 10'' E$ , 1521.72 feet to the southwesterly line of Lot 8 in Block 11, property of American Cyanamid Co.,  $N 35^{\circ} 52' W$ , 129.44 feet from an iron pipe at the southwesterly corner of said lot.

Section 2. The aforesaid street so layed out and opened shall be known as Street.

Section 3. The damages and benefits resulting from the laying out and opening of the said Street shall be assessed as a local improvement assessment.

Section 4. This ordinance shall take effect as provided by law.

DATED: May 17, 1951

*Michael Maskaly*  
MICHAEL MASKALY,  
Borough Clerk

There being no one in the audience present wishing to be heard and no further business the Borough Council adjourned until the next regular meeting of June 7, 1951. Upon MMS&C, by Councilmen Niemiec and Lukach.

Respectfully submitted,

*Michael Maskaly*  
MICHAEL MASKALY,  
Borough Clerk

BILLS PASSED

Lebow's Super Market	22.45	I. Tysewicz	104.30
Mrs. Rosie Tyler	28.00	E. Jones	117.15
Agnes Szymborski	65.80	J. Howard	94.68
Al Schayda	49.95	F. Hatcher	124.40
P.S. Electric & Gas Co.	1.00	G. Lamons	63.76
Oak Tree Nurs. Home	50.00	Mrs. George Lamons	60.00
Miske Bros.	25.40	M. Fitzpatrick	5.00
Margaretten & Co., Inc.	7.00	W. Sherry	82.90
Mrs. A. Maroni	30.00	L. Christmas	91.18
Mrs. Henry J. Harrington	14.00	Simon Volk	21.40
A.D. Glass	18.00	C. Eaton	85.98
Fedlam's Food Market	156.90	T. Moultrie	99.70
Dept. Public Assistance	42.01	W. Oliver	95.76
Carteret Dept. Store	44.90	L. Daitz	18.67
American Stores Co.	32.25	S. Kontz	101.08
F. Zuccaro	133.80	Ralph Peters	111.78
W. Baldwin	99.70	J. Johnson	82.90
A. Nering	115.40	Nathan Edwards	80.00
C. Kadella	95.00	F. Williams	83.50
A. Paul	104.30	C. Yavorsky	66.00
J. Sosnowski	124.70	M. Galla	66.00
M. Onder	95.00	C. Olosien	63.50
E. Hlub	95.00	M. Popiel	63.50





OFFICE OF  
Stephen Skiba  
MAYOR

# Borough of Carteret

MIDDLESEX COUNTY  
New Jersey

ILLEGIBLE ORIGINAL  
Middlesex County Clerk

April 9, 1951

American Cyanamid Company  
Linden, New Jersey

Gentlemen:

This is to advise you that the Mayor and Council will dedicate a public road through the Salt Meadow as outlined by you on your map. While the mechanics of adopting the Ordinance cannot be complete until May 3, 1951, permission is hereby granted to you to proceed with the work of building the said road and permission is granted for the use of Borough property for your trucks and workmen.

Very truly yours,

*Stephen Skiba*

STEPHEN SKIBA,  
Mayor

SS/amm

B05773P0139

ILLEGIBLE ORIGINAL  
Middlesex County Clerk

J. WALLACE HIGGINS  
CIVIL AND LANDSCAPE ENGINEER  
505 CHESTNUT STREET  
ROSELLE PARK, N.J.

PROFESSIONAL ENGINEER  
AND LAND SURVEYOR  
NEW JERSEY LICENSE 208  
NEW YORK LICENSE 5214

TELEPHONE  
ROSELLE 4-1376

March 30, 1951

DESCRIPTION OF RIGHT OF WAY FOR PROPOSED ROAD IN  
BOROUGH OF CARTERET, MIDDLESEX COUNTY, N.J.

Section A - Through lands of Communipaw Central Land Co.  
Lot 31-A, Boro of Carteret Tax Map  
Block 11,

BEING A strip of land 51 feet in width, lying 25.5 feet on either side of the following described center line:

BEGINNING at a point on the northerly side of a Driftway leading to Roosevelt Avenue, distant 73.78 Feet, on a course of  $N 6^{\circ} 30' 10'' W$  from a point in the monumented center line of the Sound Shore Extension Railroad, which point is distant along said center line 210.32 feet on a course of  $N 47^{\circ} 51' 30'' W$  from a stone monument at the point of intersection of tangents in said Railroad center line, said monument being distant 2438.1 feet on a course of  $S 47^{\circ} 51' 30'' E$  along said center line from a monument at its intersection with the Elizabethport & Perth Amboy Branch of the Central Railroad of New Jersey; said beginning point being also distant 80.27 feet on a course of  $S 88^{\circ} 10' 50'' W$  from the most easterly corner of Lot 31-A in Block 11 on Carteret Tax Map and a corner of land of Charles Guerra.

From said beginning running  $N 6^{\circ} 30' 10'' W$ , 266.84 feet, through lands of Communipaw Central Land Co., parallel to and distant 80 feet westerly measured at right angles from the easterly line of Lot 31-A and land of Charles Guerra, to a point in the northeasterly line of land of Communipaw Central Land Co. and there to end. Said Ending Point being distant along said line  $N 47^{\circ} 51' 30'' W$ , 121.08 feet from the westerly line of lands of Charles Guerra.

  
J. WALLACE HIGGINS

B05773P0140

Right-of-Way

KNOW ALL MEN BY THESE PRESENTS:

That Borough of Carteret, a municipal corporation of the State of New Jersey, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to it in hand paid by American Cyanamid Company, a corporation of the State of Maine, having an office and place of business at 30 Rockefeller Plaza, New York 20, N. Y., receipt whereof is hereby acknowledged, has given, granted and conveyed and by these presents does hereby give, grant and convey to said American Cyanamid Company its successors and assigns, a right-of-way fifty-one (51) feet in width over certain land situated, lying and being in the Borough of Carteret, County of Middlesex, State of New Jersey, as shown in red on the attached print marked Exhibit "A", and more particularly described as follows:

A strip of land 51 feet in width, lying 25.5 feet on either side of the following described center line:

BEGINNING at a point in the northeasterly line of lands of Communipaw Central Land Co. (Lot 31-A, Block 11, Carteret Tax Map) distant 340.62 feet on a course of N 60° 30' 10" W from a point in the Monumented center line of the Sound Shore Extension Railroad, which point is distant along said center line 210.32 feet on a course of N 47° 51' 30" W from a stone monument at the point of intersection of tangents in said Railroad center line, said monument being distant 2438.1 feet on a course of S 47° 51' 30" E along said center line from a monument at its intersection with the Elizabethport & Perth Amboy Branch of the Central Railroad of New Jersey; said Beginning Point being also distant 121.08 feet on a course of N 47° 51' 30" W along the northeasterly line of land of Communipaw Central Land Co. from the westerly line

B05773P0141



of lands of Charles Guerra.

From said beginning point running

(1) Parallel with said Guerra line and distant 80 Feet westerly measured at right angles therefrom, N 6° 30' 10" W, 131.46 feet, passing through Lot 31-B in Block 11, to an angle in said center line; thence

(2) Parallel to and distant 80 feet westerly measured at right angles from the westerly line of Lot 30, N 6° 07' 30" E, 374.40 feet to a point of curve and passing through Lots 31-B, 33 and 34; thence

(3) Along a curve to the right with a radius of 80 feet, an arc distance of 122.06 feet to a point of tangency and passing through Lot 34; thence

(4) Passing through Lots 34, 29, 25 and 17, approximately 100 feet northerly from the southerly line of said lots, S 86° 27' 10" E, 1521.72 feet to the southwesterly line of Lot 8 in Block 11, property of American Cyanamid Co. and thence to end. Said Ending Point being distant along said boundary line of American Cyanamid Co., N 35° 52' W, 129.44 feet from an iron pipe at the southwesterly corner of said lot.

together with the right to construct, maintain and operate on said right-of-way a private road, with the right to pass and repass on foot and with vehicles of any kind and description, and with the right to construct, maintain and operate thereon a line or lines for the transmission of electric current as well as telephone and telegraph lines, together with all necessary towers, structures, poles, hangers, wires, cable attachments and other appliances.

IN WITNESS WHEREOF, the Borough of Carteret

has caused these presents to be executed by its Mayor, attested  
by its Borough Clerk and its corporate seal to be hereunto af-  
fixed, all as of the day and year first above written.

ATTEST:

BOROUGH OF CARTERET

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Borough Clerk

STATE OF NEW JERSEY )  
BOROUGH OF MIDDLESEX ) SS:

BE IT REMEMBERED, that on this            day of  
Nineteen hundred and fifty-one, before me, the  
subscriber, A  
personally appeared                                 , who, being by  
me duly sworn on his oath, says that he is the Borough Clerk  
of the BOROUGH OF CARTERET, the grantor named in the foregoing  
instrument; that he well knows the corporate seal of said  
Borough; that the seal affixed to said instrument is the cor-  
porate seal of said Borough; that the said seal was so affixed  
and the said instrument signed and delivered by

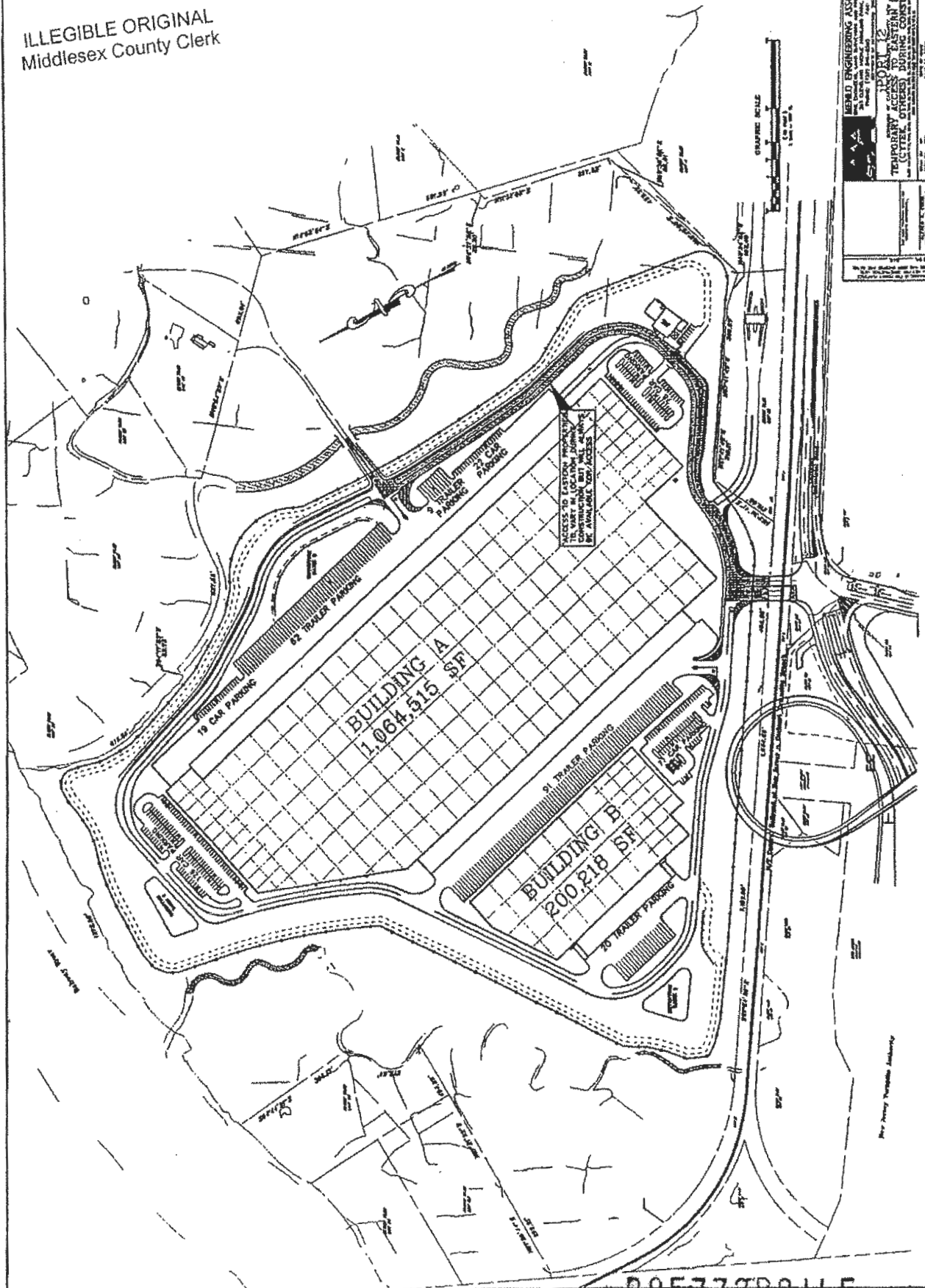
who was at the date thereof the Mayor of said Borough, in the presence of this deponent, and said Mayor at the same time, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said Borough of Carteret, by virtue of authority from the Mayor and Borough Council, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Sworn and subscribed before  
me at Carteret, New Jersey,  
the date aforesaid.



ILLEGIBLE ORIGINAL  
Middlesex County Clerk

# Exhibit E



805773P0145

5773-145

## Exhibit F

### GRADE CROSSING AGREEMENT CONSOLIDATED RAIL CORPORATION

This License, made on this 30<sup>th</sup> day of September, 2005 by and between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation ("Conrail"), the BOROUGH OF CARTERET, a municipality in the State of New Jersey ("Borough") and TITAN PDC CARTERET URBAN RENEWAL, LLC ("Titan") (the Borough and Titan are collectively referred to as "Licensees", and Conrail, the Borough and Titan are collectively referred to as the "Parties").

#### WITNESSETH:

WHEREAS, the Borough has adopted a Redevelopment Plan intended to provide closure of three (3) former landfill areas which designates Titan as Redeveloper. Said Redevelopment Plan contemplates the closure and redevelopment of a Redevelopment District adjacent to a Conrail track and grade crossing right-of-way area; and

WHEREAS, The New Jersey Turnpike Authority (the "Turnpike Authority") has undertaken the planning and initial engineering work to improve Exit 12 of the New Jersey Turnpike. A phased portion of such work contemplates construction of an elevated connector road over Conrail's property and Redeveloper's property in Carteret, New Jersey (the "Connector Road"). A certain vehicular at-grade crossing presently exists and impacts upon both Phase I and Phase II of the Redevelopment Plan with respect to access/egress; and

WHEREAS, Licensees have requested permission and cooperation to have Conrail relocate, construct and permit the use of a replacement vehicular at-grade crossing across Conrail's property which will relocate, modify and enlarge the at-grade crossing presently identified as "Driftway" (the "Existing Grade Crossing"), to serve the access/egress interests of only the present and future business and property owners who are industrial occupants of Phase I and Phase II of the Redevelopment District, two adjacent businesses outside Redevelopment District, known as Kinder Morgan Co., Inc. ("Kinder Morgan") and BP Exploration & Oil Inc. ("BP"), and for Titan and its tenants in the Redevelopment District ("Permitted Parties") for industrial development purposes only which is intended to include the present uses of Permitted Parties and solely for industrial and warehouse uses as permitted under the Redevelopment Plan ("Permissible Industrial Uses"). A complete copy of the Redevelopment Plan is attached hereto as Exhibit A. The parties who are the present owners and occupants utilizing the Existing Grade Crossing are listed on the attached Exhibit B; and

WHEREAS, the Parties have reached an agreement concerning the terms and conditions for the construction by Conrail and use by Licensees and Permitted Parties of the Crossing (defined below) until the Turnpike Authority completes the Connector Road and Titan has constructed access/egress connections thereto for Phase I and Phase II of the Redevelopment District. (See New Jersey Turnpike Authority's May 27, 2004 commitment letter, attached as Exhibit E, and site drawing "FUTURE ACCESS UTILIZING TURNPIKE IMPROVEMENTS",

dated July 25, 2003, attached hereto as Exhibit D) and now hereby desire to reduce that agreement to writing; and

WHEREAS, the Borough has agreed to join as a Party to this Grade Crossing Agreement at the request of Conrail and specifically contingent upon Titan agreeing to be solely responsible for any and all applicable compensation, duty, or obligation to be paid, performed or incurred hereunder, and further contingent upon Titan indemnifying the Borough to the fullest extent as provided for herein and as provided for in any Redevelopment Agreement(s) entered into between the Borough and Titan pursuant to the Redevelopment Plan.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. CROSSING

(a) Conrail hereby grants to Licensees, insofar as it has the legal right and its present title permits, a license to relocate and replace the Existing Grade Crossing with a new at-grade crossing across the roadway and track of the Carteret Industrial Track of Conrail, located at a point in the Borough of Carteret, County of Middlesex, State of New Jersey, more expressly shown on site drawing "CONRAIL CROSSING ALIGNMENT", dated September 29, 2004, hereto attached and known as Plate 2A (Exhibit C) (hereinafter collectively referred to as the "Crossing"). The replacement Crossing is required in order to enhance and maintain the traffic flow level of service for solely Permitted Parties for Permissible Industrial Uses.

(b) The Crossing shall be located and used in exact accordance with the Engineering Plans approved by Conrail (Exhibit C) and shall not be used as a roadway to provide a traffic connection to Linden, New Jersey across or upon the Phase I perimeter road (as that road is shown in hatch on the Engineering Drawings) and no departure shall at any time be made therefrom except upon the prior written approval of Conrail. The Parties further understand and agree that certain underground or below grade utilities may or shall also be required to be installed at the Crossing in order to provide service to the proposed and future industrial improvements contemplated under the Redevelopment Plan for construction of industrial buildings on the adjacent Phase I and Phase II areas. Separate license agreements addressing these utility connections will be processed in accordance with Conrail's standard application procedure, engineering specifications and pricing policies.

(c) Upon the termination of the use of the Crossing by Licensees, and Permitted Parties for Permissible Industrial Uses, in connection with the Connector Road referenced below, Conrail shall continue to keep in place the Crossing for the private and exclusive use of Kinder Morgan and BP, and Titan shall permanently close off access to its perimeter circular roadway as reflected in the Engineering Plans dated March 14, 2005 (Exhibit G). Upon the closure of access to the perimeter roadway any and all financial and legal responsibility of Licensees under this License, other than such responsibility which Titan will have to its tenants it permitted to use the Crossing, as well as any liabilities and responsibilities arising during the term of this License with respect to Titan that have not been satisfied, shall terminate. Conrail shall negotiate in good faith with Kinder Morgan and BP and as soon as possible the terms of an agreement for the use of the Crossing by Kinder Morgan and BP which agreement shall replace this License upon its



termination. In the event the Turnpike Authority has not completed construction of the Connector Road and Titan has not then completed construction of access/egress to the Connector Road within four (4) years from the date construction of the Crossing commenced, this License shall be extended from year to year by the Parties until the Connector Road is completed and Titan has constructed adequate vehicular access/egress thereto. All prepaid rates and fees for such period of time beyond the fourth (4<sup>th</sup>) anniversary date of the commencement of construction of the Crossing shall be set as provided for in the first paragraph of Section 2 of this License, subject to the reasonable review by Conrail and shall only be increased to the extent required by Conrail to cover any reasonably unforeseeable increases in any such rates and fees due to a material change in conditions.

(d) Conrail shall complete construction of the Crossing no later than one (1) year from the date of the execution of this License; provided, however, that Conrail agrees to use its best efforts, however, to complete said construction before the end of 2005.

(e) The Crossing shall be a private one, and Titan shall not permit it to be used by anyone except Licensees, their officers, employees, agents and other persons having business or visiting with site facilities to be constructed upon Phase I and Phase II of the Redevelopment District and Permitted Parties for Permissible Industrial Uses. No lease, assignment of any type, except as specified in this License, or transfer or conveyance of a real property interest, is intended by this License.

## 2. CONSIDERATION FEE

Upon execution of this License Titan shall pay to Conrail an initial deposit of Fifty Thousand Dollars (\$50,000.00) toward the agreed lump sum payment set forth in Exhibit H, and as initial payment for the rights granted in this License and for costs associated with the construction and maintenance of the Crossing from the effective date of this License until the four (4) year anniversary renewal extension date, which latter date shall be calculated from the date on which the construction of the Crossing commenced. Titan shall pay to Conrail the balance of the agreed upon lump sum payment prior to the commencement of the construction of the Crossing. Should an extension of time for the continued use of the Crossing be required beyond the initial four (4) year term, as defined above, the new annual rates and payments to Conrail by Titan are to be determined, as described above, based upon the reasonable and customary charges of Conrail.

(a) Except as expressly set forth in this License, Conrail, at the sole cost and expense of Titan, shall furnish and perform all materials and work for the Crossing and associated track facilities and bill Titan in accordance with the terms of Section 7 of this License. The estimated cost of said materials and work are reflected in the cost estimates which is attached hereto as Exhibit H.

(b) Titan, at its sole risk, cost and expense and subject to the prior approval of Conrail's Chief Engineer or his designee, shall provide and install, repair and maintain all asphalt material together with all approach work.

(c) Titan shall, before performing any work in addition to that set forth in Section 2 (b) of this License, give written notice to Conrail's Chief Engineer, or his designee, at least fourteen (14) days prior to commencement thereof.

(d) Titan, at its sole risk, cost and expense, shall also install adequate drainage facilities necessary or appropriate for the prevention of ponding and/or flooding or any other kind of water build up or damage in the general area of the Crossing. Titan shall repair and perform all routine and non-routine maintenance of said drainage facilities until such time as it completes access/egress to the Connector Roadway, at which time all such responsibility shall be assumed by any new licensee(s) of the Crossing or assignees of this License.

(e) In the event Conrail determines that the safe operation of the Crossing requires upgrading, reconstruction, renewal or adjustment due to the anticipated use of the Crossing by Licensees, then all materials and work necessary therefor shall be furnished by Conrail (except as otherwise specifically set forth in this License) at the sole cost and expense of Titan and billed to Titan in accordance with the terms of Section 7 hereof.

### 3. MAINTENANCE

(a) Except as specifically provided in this License, Conrail shall perform all routine maintenance, mandated testing and record keeping at the fixed and agreed expense which is a component of the agreed lump sum compensation for the initial four (4) year period of this License. All of Conrail's non-routine maintenance and repairs to the Crossing and automatic warning devices, except as specifically set forth in Sections 2(b),(d) and 3(b) hereof, shall be separately billed to Titan. Non-Routine maintenance and repairs shall include repairs to the crossing surface caused by storm damage and vehicle accidents.

(b) Titan shall at all times keep the Crossing and the flangeways in the Crossing free and clear of dirt, ice, snow and debris, and shall in any event promptly, upon notice from Conrail, perform the above work, or Conrail, for the purpose of protecting and safeguarding its property, traffic, employees or patrons, may at any time, with or without prior notice to Licensee, remove any dirt, ice, snow, and debris from the Crossing and the flangeways in the Crossing and thereafter, bill Titan in accordance with the terms of Section 7 hereof for all costs and expenses incurred by Conrail. Titan, when performing any work at the Crossing, shall be responsible to ensure that people, equipment and materials are kept a safe distance away from the tracks on the approach of any moving equipment on the tracks.

### 4. MAINTENANCE OF CONRAIL RIGHT-OF-WAY

In the event Conrail shall be required, or may reasonably desire at any time, or from time to time, to change the grade or location of any of its tracks or facilities at the site of the Crossing, or to remove, construct or add to any of its tracks or facilities upon land owned or used by Conrail, for the benefit of continued site access across the Crossing, then Conrail shall, at the sole cost and expense of Titan, make such adjustments in the Crossing and Licensee's facilities as may be necessary without unreasonably disrupting Licensee's and Permitted Parties' access and bill Titan for such costs and expenses not included in the agreed lump sum payment and

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attributable to Licensees' and Permitted Parties' benefit in accordance with the terms of Section 7 hereof. In the event any of the work provided for in this Section 4 requires the adjustment or relocation of any facilities of Licensees not located on Conrail property, then Titan shall, at its sole cost and expense, promptly make all required adjustments and relocations to its facilities so affected. Conrail shall provide reasonable notice to Licensees of any such proposed modifications to its tracks or facilities at the site of the Crossing to assure ongoing site access to the Redevelopment District for planned industrial redevelopment activities as well as for existing industrial business activities.

#### 5. CONRAIL'S PARAMOUNT USE

Conrail shall have the paramount right at all times to use its track(s), right-of-way and property at the Crossing. Licensees shall exercise and shall cause the Permitted Parties to exercise the greatest care in the use of the Crossing and shall cause all parties permitted by Licensees to use the Crossing to also exercise the greatest care in using the Crossing.

#### 6. CROSSING WARNING DEVICES

(a) Sole responsibility for protecting the Crossing from the standpoint of safety and the policing of the Crossing shall rest exclusively on Titan at all times and under all circumstances. Titan shall erect, maintain and renew stop signs, together with other appropriate signs, or notices, satisfactory to Conrail, all at Titan's expense, and Titan shall take whatever further steps as may be necessary to prevent unauthorized persons from entering upon or using the Crossing for any purpose whatsoever other than for access and egress to and from property of Permitted Parties for Permissible Industrial Uses as are more particularly set forth in the Engineering Plans.

(b) Conrail may at any time install, maintain and renew any required additional railroad-highway grade crossing signs ("Crossbucks"), and Titan shall pay all costs and expenses therefor in accordance with the terms of Section 7 of this License.

(c) Conrail shall also install, maintain and renew, at Titan's sole risk, cost and expense, appropriate warning devices on both sides of the Crossing, satisfactory to Conrail, which shall be suitably situated.

(d) If it is deemed necessary by Conrail or any federal, state, or municipal authority or other governing body, to install additional automated warning devices or other traffic control signal light devices at the Crossing, said automated warning devices shall be installed and maintained by Conrail and ultimately may be removed by Conrail upon the termination of the use of the Crossing by Licensees and Permitted Parties, all at the sole cost and expense of Titan.

(e) In addition to the foregoing, but not in limitation thereof, if at any time Conrail should deem crossing flagmen or watchmen desirable or necessary to properly protect its operations near the Crossing, Conrail may place flagmen or watchmen at the Crossing and bill Titan in accordance with the terms of Section 7 hereof for all costs and expenses associated



therewith. The furnishing or failure to furnish flagmen or watchmen by Conrail shall not release Titan from any and all other liabilities assumed by Titan under the terms of this License.

## 7. BILLING

All costs and expenses incurred by Conrail in connection with the preparation of construction estimates, and the construction, maintenance, adjustment, alteration, relocation and removal of the Existing Grade Crossing and the Crossing shall be borne by Titan. Certain items are components of the agreed lump sum compensation to be paid to Conrail by Titan, as set forth in Section 2 hereof and specified in Exhibit H, for the initial four (4) year period of this License. Certain items will be billed based upon actual expense incurred, and Exhibit H merely provides an estimate of expected costs. In the event of work being performed or material furnished by Conrail under the stipulated right to perform such further or additional work of estimating, constructing, maintaining, adjusting, altering, relocating or removing under any section of this License, Titan shall pay Conrail the actual cost of material plus an agreed current applicable overhead percentage for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses developed and published by Conrail's Accounting Department. The aforementioned material and labor overhead charges shall be applied at rates which are effective at the time of the performance of any work or the furnishing of any materials. Titan shall pay all bills rendered pursuant to this License within thirty (30) days of presentation by Conrail.

## 8. TAXES

Titan shall assume and pay any and all increased real estate taxes and assessments which may be levied as a result of the new facilities afforded Licensees under this License during the period of time of their use the Crossing and until said use has been terminated by Licensees and Permitted Parties. Titan shall indemnify, defend and hold Conrail harmless for all such increased real estate taxes and assessment which exceed the base year of taxes allocated or allocable to the Existing Grade Crossing. The Parties hereto understand and agree that as of the effective date hereof no such taxes are levied or assessed on the Conrail property by the Borough.

## 9. LIABILITY

(a) Titan, on behalf of itself and the Borough, hereby releases and will protect, defend, indemnify, and save Conrail harmless from and against all claims, liabilities, demands, actions at law and equity (including without limitations claims and actions under the Federal Employers' Liability Act), judgments, settlements, losses, damages, and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury to or death of any person or persons whomsoever and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the construction, maintenance, alteration, repair, relocation, renewal, removal or use of the Crossing during such time period as Licensees or Permitted Parties require the use thereof in

order to have access and egress to either Phase I or Phase II of the Redevelopment District. Upon Titan's relocation of access/egress to the Connector Road, all liability, except for any liabilities arising prior to termination that are not yet satisfied, shall cease as to Titan and the Borough.

(b) Titan hereby releases and will protect, defend, indemnify, and save the Borough harmless from and against all claims, liabilities, demands, actions at law and equity (including, to the extent applicable, without limitations claims and actions under the Federal Employers' Liability Act), judgments, settlements, losses, damages, and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury to or death of any person or persons whomsoever and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the construction, maintenance, alteration, repair, relocation, renewal, removal or use of the Crossing during such time period as Licensees or Permitted Parties require the use thereof in order to have access and egress to either Phase I or Phase II of the Redevelopment District. Upon Titan's relocation of access/egress to the Connector Road, all liability, except for any liabilities arising prior to termination that are not yet satisfied (including liabilities established after relocation with respect to conduct prior to termination), shall cease as to Titan and the Borough. This indemnity shall survive the termination of this License.

#### 10. INSURANCE

(a) The following forms of insurance or bonds are required under this License and except to the extent that any of the requirements of this section are expressly waived or revised in writing by Conrail, Titan, prior to the use of the Crossing or the commencement of any work pursuant to this License, and throughout the term of this License, shall, at its own cost and expense, maintain insurance of the following kinds and amounts which shall provide coverage for both the Borough and Titan for the benefit of Conrail and shall produce insurance certificates with Conrail, and to the extent applicable the Borough, named as additional insured set forth below.

(i) Public Liability insurance, including contractual liability insurance, covering all liabilities assumed by Titan on behalf of the Licensees under Section 9 of this License, without exception or restriction of any kind. Said insurance shall be in limits of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and/or property damage, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Conrail and the Borough must be named as an additional insured under said insurance. The providing of such insurance shall not be deemed a limitation on the liability of Titan on behalf of the Licensees as provided in his License, but shall be additional security therefor.

(ii) Worker's Compensation insurance in statutory amounts. Employers' Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of Conrail, and to the extent permissible, the Borough.

(iii) Automobile Liability insurance with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence. Conrail shall be named as an additional insured under this insurance.

(iv) Pay in advance to Conrail, as a component of the lump sum agreed compensation to be paid to Conrail, the further annual minimum sum of Fifty Thousand Dollars (\$50,000) in consideration for which Conrail shall provide Railroad Protective liability insurance to insure and in full and final satisfaction of Licensees' indemnification of Conrail for damages to the extent they result and arise out of Conrail's fault, failure or negligence, whereupon Titan's obligation to indemnify Conrail on behalf of the Licensees for damages resulting from or arising out of Conrail's fault, failure or negligence shall be obviated and set aside up to an amount of Five Million Dollars (\$5,000,000) but not with respect to any liability in excess thereof, nor with respect to any other liability of Titan provided for in Section 9 hereof. Notwithstanding anything to the contrary, payment of said annual minimum sum shall not relieve Titan of the obligation to make payment for any injury, death, damage or loss for which Licensee is otherwise held liable pursuant to this License.

(b) Conrail shall have the right to periodically conduct a review of the adequacy of the insurance requirements provided for in Section 10(a), and the annual minimum payments provided for Railroad Protective Public Liability Insurance in Section 10(a) (iv) hereof at one (1) year intervals from the effective date of this License. In the event that Conrail should determine that the requirements of Sections 10(a) no longer provide adequate protection to Conrail, Conrail, at its sole option, may give Licensee notice ("Insurance Notice") that Titan must immediately obtain such additional insurance as Conrail requires and Conrail, at its sole option may increase said minimum sum.

(c) The insurance specified in section 10(a) above shall be carried until the Crossing construction is satisfactorily completed. Failure to procure and maintain such insurance shall constitute a default under this License.

(d) The above indicated insurance coverages shall be effected under standard form policies issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Reports, "AA" or better by Standard & Poor's Insurance Rating Service. Conrail reserves the right to reject as inadequate any insurance company that is less than the ratings above by any aforementioned rating services.

(e) The above-indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this License or any attachment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during a period of time when the license was in effect and the insurance was in force.

(f) Titan shall secure all such certificates of insurance evidencing the insurance coverages required in subsections (a) (i), (a) (ii), (a) (iii), above and shall also have paid the original Railroad Protective Liability insurance policy referred to in subsection (a)(iv) above, at

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least (30) days prior to the commencement of the construction permitted under this License. Conrail and the Borough shall be named as an additional insured under the insurance coverages outlined in subsections (a) (i), (a) (ii), and (a) (iii), above. Certificates of insurance and/or policies should be sent to Conrail's Finance Department and the Borough and copies shall be provided to Licensees.

(g) All insurance policies shall be endorsed to provide that the insurance company shall give thirty (30) days' prior written notice to Conrail's Finance Department if the policies are to be terminated or if any changes are to be made which will in any way affect the insurance requirements of this License.

#### 11. EFFECTIVE DATE AND TERMINATION

(a) This License shall become and be effective as of the day and year first above written and shall terminate as provided herein; provided, however, that in the event of a default by either Titan or the Borough, Conrail may terminate this License if such breach is not cured within thirty (30) days of receipt of notice thereof. Upon termination resulting from end of term or default by Titan or the Borough, Titan shall ensure that the Permitted Parties shall also cease the use of the Crossing as of said date of termination. Licensees will have the right to extend the term as permitted herein until such time as the Turnpike completes construction of the Connector Road. Upon the termination of this License as set forth above, Titan shall convert all of the Crossing, without liability or cost to Conrail, for the purpose of providing Kinder Morgan, and BP and its successors and assigns, with whatever access and egress Kinder Morgan or BP deem necessary and appropriate without any ongoing, continued or future liability to either Titan, Conrail, or the Borough.

(b) The parties hereto recognize and agree that certain other site owners, including but not limited to Kinder Morgan and BP, shall also enjoy the benefit of the Crossing, but upon the termination of this License, Kinder Morgan may continue this Crossing, subject to a new replacement License Agreement between Conrail and Kinder Morgan and BP.

(c) Any obligation assumed and any liability which arose or may have arisen or been incurred by either party hereto prior to termination of this License shall survive the termination of this License, limited to those liabilities previously undertaken and which remain open and unsatisfied at the time of termination.

#### 12. PERMITS AND APPROVALS

Titan, at its sole risk, cost and expense, shall obtain all local, County or State permits and approvals which may be necessary and appropriate for the construction of the Crossing and, Titan shall comply with all federal, state and local laws and assume all costs and expense in connection therewith, without any liability whatsoever on the part of Conrail or the Borough. Titan hereby agrees to indemnify, defend and hold harmless Conrail and the Borough from any and all such permit and approval fees or expenses. All required approvals from Conrail shall be obtained in writing by Titan.

13. SUCCESSORS

(a) This License shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, successors and assigns, subject however, to the terms of Section 13(b) hereof.

(b) The permission and License hereby afforded shall not be deemed to create a dedicated and accepted public right-of-way but shall be used as access and egress by Permitted Parties and their successors and assigns, for Permissible Industrial Uses pursuant to local ordinance plans, and no assignment or transfer hereof by operation of law or voluntary act of Licensees shall be made which is inconsistent with the intended use of the Crossing as herein provided without the prior written consent of Conrail, which consent shall not be unreasonably withheld.

14. WAIVER

The waiver by Conrail of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

15. NOTICES

Every notice, approval, consent, or other communication desired or required under this License shall be effective only if same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to Conrail:

Consolidated Rail Corporation  
4<sup>th</sup> Floor - Real Estate  
1000 Howard Boulevard  
Mt. Laurel, NJ 08054-2355  
Attn: Manager - Real Estate Services

With a copy to:

Consolidated Rail Corporation  
2001 Market Street  
29<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attn: Risk Management

If to Licensee:

Borough of Carteret  
Municipal Building  
Carteret, New Jersey 07008  
Attn: Robert Bergen, Esq.

With Copy To:

Gill & Chamas  
655 Florida Grove Road  
P. O. Box 760  
Woodbridge, NJ 07095  
Attn: Robert Bergen, Esq.

Titan PDC Carteret Urban Renewal, LLC Fahey & Fahey and Peter Von Elten, Esq.  
c/o Panattoni Development Company 4 East Main Street 8423 Jackson Road, Ste C  
180 Raritan Center Parkway, 1<sup>st</sup> Floor Mendham, NJ 07945 Sacramento, CA 95826  
Edison, NJ 08837 Attn: Brian W. Fahey, Esq.

16. ENTIRE AGREEMENT

The entire agreement between Conrail and Licensees is set forth in this License and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this License. Both Licensees and Conrail shall jointly cooperate with each other and with the offices of the Turnpike Authority and with the offices of Federal Legislators representing the Congressional district of New Jersey in which the Connector Road and the Crossing are to be constructed in order to determine whether federal grants or loans or Turnpike contributions of grants or compensation may be made available to Conrail to assist its costs and expense for the possible future or contemporaneous construction of railroad track which will provide a new interlocking and extension of track siding at or near the junction of CSAO Carteret Industrial Track and CSAO Chemical Coast Line in Carteret, New Jersey. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.

17. PARTIAL INVALIDITY

If any term, obligation or condition of this License or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this License or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this License shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this License is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this License unless expressly so provided.

18. TITLE

(a) Licensees understand that Conrail occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this License shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Conrail's title for any particular right-of-way or crossing(s) occupied, used or enjoyed in any manner by Licensees or Permitted Parties under any rights created in this License. It is expressly understood that Conrail does not warrant title to any right-of-way in crossings(s), and Licensees and Permitted Parties will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the right-of-way, and all leases, licenses and easements or other interests previously granted to others therein.

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(b) Licensees agree that they shall not have nor shall they make, and hereby completely and absolutely waive their rights, to any claim against Conrail for damages on account of any deficiencies in title to the selected right-of-way in the event of failure or insufficiency of Conrail's title to any portion thereof arising from Licensees' use of occupancy thereof.

(c) Titan on behalf of itself and the Borough agrees to fully and completely indemnify and defend all claims or litigation for slander of title, or similar claims arising out of or based upon Licensees' facilities in, on or along any crossing(s), including claims for punitive or special damages, which may arise during and/or subsequent to the construction of the proposed expanded and relocated grade crossing and which relate thereto.

#### 19. GOVERNING LAW

This License and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of New Jersey wherein the Crossing is located.

#### 20. EXHIBITS AND ADDENDA

Any exhibit or addendum to this License mentioned herein shall be deemed a part hereof.

#### 21. HEADINGS

Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License.

#### 22. TERMINOLOGY

As used in this License, the terms "Conrail", "Licensees" and "Party" shall include the respective subsidiaries and affiliates of Conrail and Licensees and Permitted Parties and shall also include all successors and assigns of Licensees and the business invitees entering and exiting Phase I and/or Phase II of the Redevelopment District for Permissible Industrial Uses or entering or exiting the facility of Kinder Morgan or BP.

#### 23. LIABILITY OF PARTIES

In each respect where any compensation, duty or obligation hereunder, is to be paid, performed or incurred by Licensees, including without limitation any construction, installation, repair or maintenance of the proposed grade crossing, drainage, warning devices, signage, crossbucks or gates, or the provision of any insurance, indemnification or permits, or any other compensation, duty or obligation of any kind whatsoever, the Parties understand and agree that Titan and/or its successors and assigns shall be the party solely responsible to Conrail, or as appropriate, to the Borough, for such compensation, duty and obligation. The Borough shall have no duties or obligations whatsoever, financial or otherwise, hereunder, provided, however, that the Borough agrees to promptly commence an Eminent Domain proceeding to extinguish any rights to use the Existing Grade Crossing. If Titan is in default of any provision of this License then the Borough

(b) Licensees agree that they shall not have nor shall they make, and hereby completely and absolutely waive their rights, to any claim against Conrail for damages on account of any deficiencies in title to the selected right-of-way in the event of failure or insufficiency of Conrail's title to any portion thereof arising from Licensees' use of occupancy thereof.

(c) Titan on behalf of itself and the Borough agrees to fully and completely indemnify and defend all claims or litigation for slander of title, or similar claims arising out of or based upon Licensees' facilities in, on or along any crossing(s), including claims for punitive or special damages, which may arise during and/or subsequent to the construction of the proposed expanded and relocated grade crossing and which relate thereto.

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#### 23. LIABILITY OF PARTIES

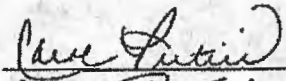
In each respect where any compensation, duty or obligation hereunder, is to be paid, performed or incurred by Licensees, including without limitation any construction, installation, repair or maintenance of the proposed grade crossing, drainage, warning devices, signage, crossbucks or gates, or the provision of any insurance, indemnification or permits, or any other compensation, duty or obligation of any kind whatsoever, the Parties understand and agree that Titan and/or its successors and assigns shall be the party solely responsible to Conrail, or as appropriate, to the Borough, for such compensation, duty and obligation. The Borough shall have no duties or obligations whatsoever, financial or otherwise, hereunder; provided, however, that the Borough agrees to promptly commence an Eminent Domain proceeding to extinguish any rights to use the Existing Grade Crossing. If Titan is in default of any provision of this License then the Borough

shall have the right, but not the obligation, to cure such default, and Titan shall be responsible for any costs incurred by the Borough to cure such default, including, but not limited to, reasonable attorney's fees and costs. In addition to any other rights and remedies available to the Borough to seek reimbursement from Titan for the costs incurred to cure such default, the same shall be enforceable as a lien upon the real property comprising Phase I of the Redevelopment District. If neither Titan nor the Borough cures such default, then Conrail shall have the right to terminate this License with respect to both Licensees' use of the Crossing and avail itself of any other rights and remedies it may have against Licensees, and Titan shall fully defend and indemnify the Borough with regard to such action(s).

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

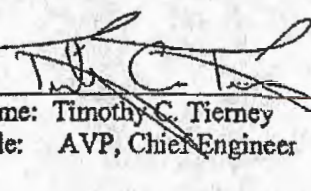
IN WITNESS WHEREOF, the said parties hereto have caused this License to be duly executed and delivered as of the day and year first above written.

WITNESS:


  
CAROL POTIRI

CONSOLIDATED RAIL CORPORATION

BY:

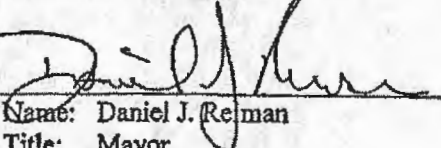
  
Name: Timothy C. Tierney  
Title: AVP, Chief Engineer

WITNESS:

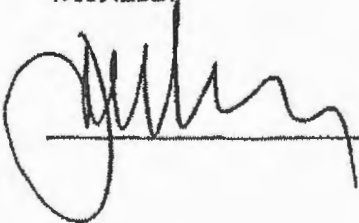
  
Kathleen M. Barney, Borough Clerk  
Robert D. Bergen, Borough Attorney

BOROUGH OF CARTERET

BY:

  
Name: Daniel J. Reiman  
Title: Mayor

WITNESS:



TITAN PDC CARTERET  
URBAN RENEWAL, LLC, a Delaware  
Limited Liability Company

By: CARTERET PDC, LLC, a Delaware  
Limited Liability Company  
By: Hagan Investments, LLC, a  
Colorado Limited Liability  
Company, Its Managing Member

BY:

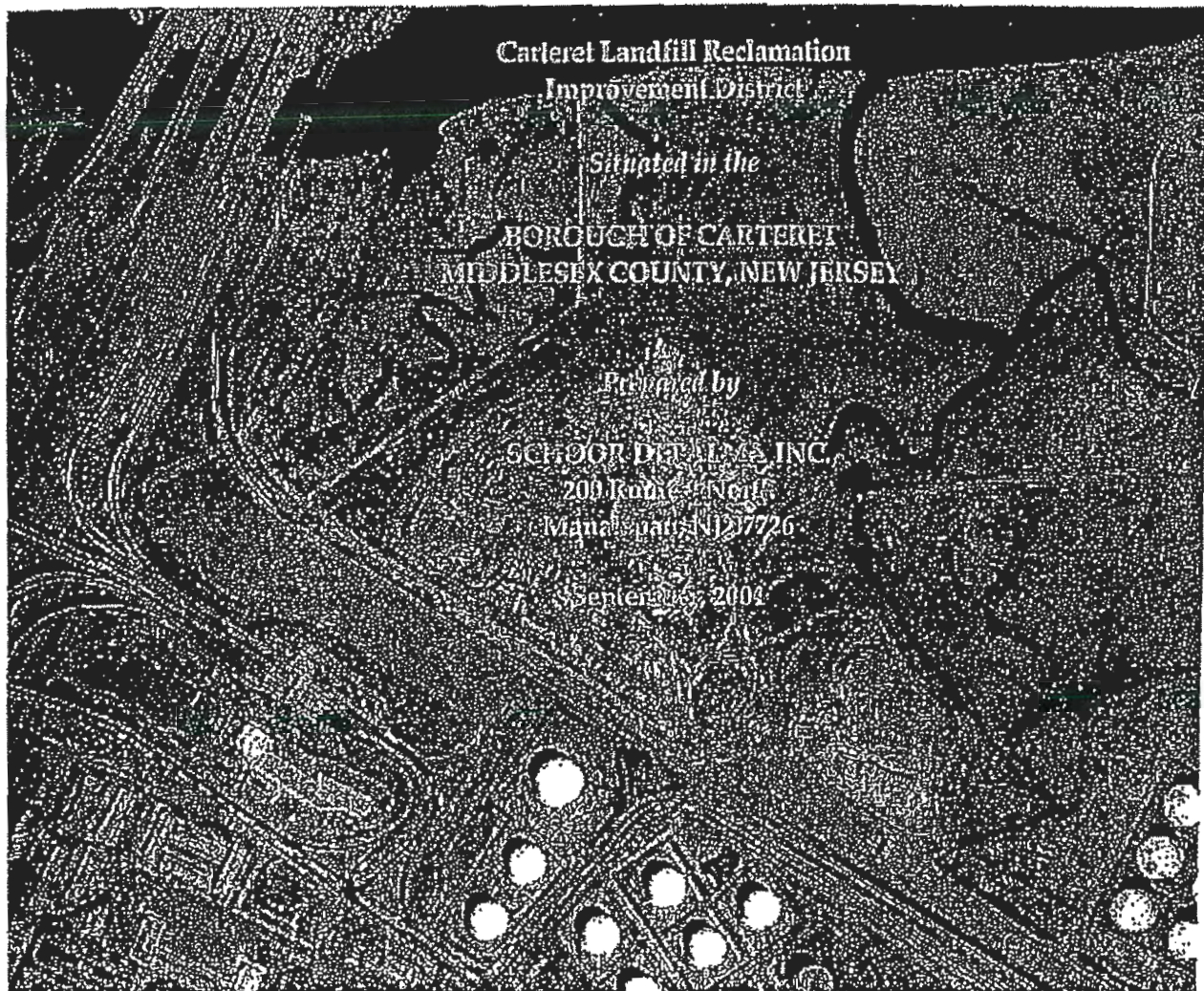
  
David Hagan, Its Sole Member



# Borough of Carteret Middlesex County New Jersey

EXHIBIT A

## Redevelopment Plan



David G. Roberts, P.P., A.I.C.P., CLA  
Professional Planner, N.J. License # 03081

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**BOROUGH OF CARTERET**  
**Hon. Daniel J. Reiman, Mayor**

**Carteret Borough Council**  
**Ronald Rios, Council President**

**Joseph Sitarz, Council**

**Randy Krum, Council**

**Susan Naples, Council**

**Frank Parisi, Council**

**Brian Sosnowski, Council**

**Carteret Borough Planning Board**  
**Mayor Daniel J. Reiman, Class 1**

**Anthony Neibert, Class 2**

**Ronald Rios, Class 3**

**Hardayal Singh, Class 4,**

**Donald Black, Class 4**

**John Vesey, Class 4**

**Martino Panzarella, Class 4**

**Chet Bohanek, Class 4**

**Pastor Carlos Torres, Class 4**

**Al Mantovani, Alternate #1**

**Jackie Vanacore, Alternate #2**

**Jorge Díaz, Mayor's Alternate**

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## SECTION 1 - INTRODUCTION

### 1.1 BACKGROUND

The Borough of Carteret, Middlesex County ("Carteret") consists of a mix of residential neighborhoods, commercial properties and significant industrial areas. Carteret has an industrial background in part due to its waterfront location on the Arthur Kill and the Rahway River. A significant portion of the land bounded by the Rahway River, the New Jersey Turnpike and Industrial Avenue was historically used as municipally and privately owned landfills. Today, this area consists of underutilized land that Carteret desires to redevelop. As such, on August 1, 1995, the Borough Council adopted Ordinance 95-40, which established the Landfill Reclamation Improvement District in accordance with the terms and conditions of P.L. 1995 c. 173; an act concerning landfill reclamation improvement districts, later entitled the "Large Site Landfill Reclamation and Improvement Law" and codified at N.J.S.A. 40A:12A-50 et seq. (the "Landfill Law"). The following year, the Carteret Borough Council reexamined the Landfill Reclamation Improvement District and concluded that it would be in the best interest of the citizens of Carteret if the boundaries were revised to extend further within the area between the Rahway River and Industrial Road southeasterly to the area near the intersection of Industrial Road and Roosevelt Avenue. Accordingly, on June 6, 1996 and pursuant to section 3 of the Landfill Law, the Borough Council adopted Ordinance 96-14, which revised the Landfill Reclamation Improvement District ("District") to include additional properties. The District can be generally described as follows:

- The District consists of the various tax lots in Blocks 9.03, 10, 11.01, 11.03, 11.04 and 113, is approximately 350 acres in size, and is located in the Heavy Industrial Zone (HI-A) and the Light Industry (LI) Zone, as designated under the provisions of the current Zoning Ordinance and Zoning Map of Carteret.
- The site consists of industrial uses, wetlands and former landfills.
- The site has been vacant for more than ten (10) years. It has also been underutilized based on the site's history as a landfill with the underlying soil conditions associated with landfill site, as well as a lack of infrastructure and adequate access.

Pursuant to section 6 of the Landfill Law, Carteret was deemed to have adopted a redevelopment plan at the time the District was established. On November 2, 1995, the Borough Council adopted Resolution 95-346 that memorialized a

redevelopment plan for the District.

Taking into account the changes in the Landfill Law, the existing zoning of the site and the desire to capitalize on the nearby transportation infrastructure, this redevelopment plan permits the development of an industrial park for light manufacturing, warehousing uses, and other uses in the District, which is comprised of the lots listed on Tables 2, 3 and 4 hereof, as well as Block 11.01, Lots 21, 48, 53 and 54 and which shall be known as the "Carteret Landfill Reclamation Improvement District Redevelopment Area" and referred to in this Redevelopment Plan as the "Landfill District Redevelopment Area".

## 1.2 STATUTORY BASIS FOR THE REDEVELOPMENT PLAN

The New Jersey Legislature adopted N.J.S.A. 40A:12A-50 et seq., now known as the Large Site Landfill Reclamation and Improvement Law ("Landfill Law"). The purpose of the Landfill Law is to facilitate the redevelopment of large landfill sites within municipalities that are attempting to create economic growth and thereby to promote job creation and economic development. The Landfill Law became effective on July 6, 1995. The Landfill Law was modified the following year and these changes in the Landfill Law became effective on July 22, 1996. Under the original Landfill Law, a municipality located in a urban enterprise zone and with a population greater than 12,000 was empowered to adopt an ordinance creating a landfill reclamation improvement district whenever the municipality determines that the district will promote job creation and economic development. Carteret so acted on August 17, 1995 when the Borough Council passed Ordinance 95-40, which designated Block 11.01, 11.03, 11.04 and 113 as a Landfill Reclamation Improvement District.

The original Landfill Law provided that municipalities that adopted landfill reclamation improvement districts were deemed to have adopted a redevelopment plan for such district for the purposes of section 7 of the Local Redevelopment and Housing Law codified at N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law")<sup>1</sup>. In addition, Carteret did, on November 2, 1995, adopt a written redevelopment plan for the District, which was attached as an exhibit to a

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<sup>1</sup> The purpose of the Redevelopment Law is to promote the redevelopment of areas of the State to more productive uses. The Redevelopment Law sets forth the powers, duties and functions of those governing bodies involved in the process. Section 7 (N.J.S.A. 40A:12A-7) of the Redevelopment Law specifies that before a municipality can enter into a redevelopment agreement and undertake redevelopment projects, the municipality must have adopted a redevelopment plan.



redevelopment agreement approved by Resolution 95-346.

The following spring Carteret reconsidered the boundaries of the Landfill Reclamation Improvement District. On May 16, 1996, the Borough Council adopted Ordinance 96-14 and concluded therein that *it is in the best interests of the citizens of the Borough to reclaim underutilized land, promote economic growth and employment within the Borough and . . . to assure clarity and accurately respecting the description of the land designated for reclamation.* The Landfill Reclamation Improvement District was revised to include all of the properties listed on Tables 2, 3 and 4, as well as Block 11.01, Lots 21, 48, 53 and 54.

Subsequent to Carteret's adoption of the redevelopment plan for the District in 1995 and the revision of the boundaries thereto, the Landfill Law was amended. The amendments, which took effect July 22, 1996, serve in part to relate the redevelopment provisions of the Landfill Law to the Redevelopment Law. Accordingly, in January of 2002, by Ordinance 02-05, the Borough adopted an Amended and Restated Redevelopment Plan for the Carteret Landfill Reclamation Improvement District ("Amended Redevelopment Plan") that was intended to meet the statutory requirements and provide a guideline for the redevelopment of the District in response to the findings of the Borough Council.

Further proceeding in accordance with the 1996 statutory amendments, an investigation report was prepared for the part of the redevelopment area that is the subject of the first phase of the project. Its purpose was to confirm that the Phase 1 area, as shown on Table 2 and Figure #1 ("Phase 1"), meets the statutory criteria for designating an "Area In Need Of Redevelopment" pursuant to the Redevelopment Law, which is required to enable the Borough to fully utilize the provisions of the Redevelopment Area Bond Financing Law (RAB) and Revenue Allocation District Financing Act (RAD) to deal with the extraordinary cleanup costs and other costs required to prepare much of the area for redevelopment.

With the present Redevelopment Plan, Carteret replaces the Amended Redevelopment Plan and the present Redevelopment Plan shall govern the redevelopment of the Landfill District Redevelopment Area.

### 1.3 DESCRIPTION OF THE LANDFILL DISTRICT REDEVELOPMENT AREA

The Landfill District Redevelopment Area consists of the various tax lots in Blocks 9.03, 10, 11.01, 11.03, 11.04 and 113 in the Borough of Carteret, Middlesex County, as such lots are more specifically identified on Tables 2, 3 and 4, as well as Block 11.01, Lots 21, 48, 53 and 54, and as shown on the Landfill District Redevelopment Area Map (Figure #1). The property is located at Exit 12 of the New Jersey Turnpike and is bounded by Industrial Road, the Rahway River and the New Jersey Turnpike. The property is approximately 10 miles from Newark Airport and 13 miles from Port Newark.

The site is located in the Heavy Industrial Zone (HI-A) and the Light Industry (LI) Zone. For reference purposes, the principal uses permitted in such zones are set forth on Table 1 hereof.

- 1.3.1 **Site:** The area is shown on the Landfill District Redevelopment Area Map (Figure #1), and comprises ninety-two (92) individual tax parcels. The area is bordered by the Rahway River to the north, Roosevelt Avenue and Grant Avenue to the south, lands owned by General American Transport Corporation and Phillips Petroleum Company to the east, and a railroad right-of-way to the west. The railroad also bisects the redevelopment area in an east-west direction. Approximately 110 acres of the redevelopment area are former landfill sites. The remaining areas consist of wetlands, salt marshes, steep slopes, undeveloped upland areas, fuel tank farms (Amoco), a commercial recycling facility (CDI Industries), and a Borough owned recreation area. Three (3) solid waste landfills, the Carteret Landfill, the Cranbrook Landfill and the Middlesex Landfill, formerly operated at the western portion of the redevelopment area. These landfills officially terminated active on-site disposal activities in 1985, 1966 and 1979, respectively. This Plan divides the site into three discrete areas: Phase I, Phase II and the Southern Property.

ILLEGIBLE ORIGINAL  
Middlesex County Clerk

UNION COUNTY  
CITY OF LINDEN

RAHWAY RIVER

UNION COUNTY  
CITY OF LINCOLNTON

RAHWAY RIVER



Phase 1

Southern Property

BOROUGH OF CARTERET  
LANDFILL DISTRICT REDEVELOPMENT AREA MAP

September, 2004

Figure 1

 Landfill District Boundary  
 Phase 1 Redevelopment Area Boundary

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#### 1.4 SUBSTANTIVE BASIS FOR INCENTIVE PROVISIONS IN THIS PLAN

The Borough has determined that it is in the public interest to increase the likelihood that the portion of the District that contains the actual landfill sites and additional properties needed to effectively develop such sites (i.e., Phase 1) be redeveloped prior to any other portions of the District being redeveloped, since the economic incentive to a redeveloper to redevelop Phase 1 is substantially reduced if the balance of the District is developed first. The Borough has further determined that the intent and purpose of the Redevelopment Plan and the Large Site Landfill Reclamation and Improvement Law would be significantly compromised if Phase 1 were not redeveloped, since the redevelopment of Phase 1 is the means by which the landfill areas will be properly closed. Because of these factors, the Borough has decided to provide for a bonus density a significant increase in allowable floor area as an implementation bonus in order to help stimulate development of Phase 1 prior to the rest of the redevelopment area (see 5.2.5).

Further, the Borough has determined that development of the balance of the District (i.e., not Phase 1) will generate truck traffic that will be detrimental to the public interest if such development is opened for business prior to the completion of the Interim Improvements to Exit 12 planned by the New Jersey Turnpike Authority. (Interim Improvements are defined as the Turnpike improvements to Exit 12 and to the roads accessing such interchange that will direct traffic to and from the redevelopment area off of Borough local roadways).

Therefore, the Borough is adopting this Redevelopment Plan to create an incentive for the redevelopment of Phase 1 prior to the redevelopment of the balance of the District and to enable the use of RAB and RAD financing to facilitate necessary land acquisition, remediation and capital improvements. This Redevelopment Plan supersedes and replaces the Amended Redevelopment Plan and any other redevelopment plans affecting the District, which shall be of no further force and effect.

## SECTION 2 - REDEVELOPMENT GOALS AND POLICIES

It is the goal of Carteret to maximize its social and economic potential and to assure that the land within its boundaries be fully productive and serve the public health and welfare. This Redevelopment Plan seeks to attract and facilitate the development of the Carteret Landfill Reclamation Improvement District Redevelopment Area, taking full advantage of the geographical benefits of the site. The redevelopment of the Carteret Landfill Reclamation Improvement District Redevelopment Area should broaden the basis of the Borough's economy, enhance employment opportunities for residents of the Borough and the region, and provide a needed facility to the area. Further, it will bring substantial infrastructure into this area of the Borough, which will eliminate the primary factor that has resulted in the underutilization of land in this area.

Therefore, it is the intent of this Redevelopment Plan to reach the following goals and objectives for the Borough of Carteret:

- A. The development of economic uses that will enhance the quality of opportunities within the Borough.
- B. The development of job opportunities for the residents of Carteret and the surrounding municipalities.
- C. The remediation of idle landfills.
- D. The upgrading of sanitary sewer, potable water and local road infrastructure necessary to facilitate the implementation of this Plan.
- E. The enhancement of economic development opportunities that can support existing businesses with new customers.
- F. The creation of significant income producing properties to generate tax revenues to fund municipal services.

## SECTION 3 - ACQUISITION AND RELOCATION

### 3.1 Properties to be Acquired

All of the properties in the redevelopment area are subject to acquisition, as necessary to effectuate the purposes of this Redevelopment Plan, with the exception of Block 11.01, Lot 21.

### 3.2 Relocation

Certain commercial and/or industrial operations in the redevelopment areamay

need to be purchased and possibly relocated from their current places of business, such relocation to occur in conformance with applicable law and regulation.

## **SECTION 4 - RELATIONSHIP TO OTHER PLANS**

### **4.1 Municipal Land Use and Zoning**

The redevelopment area is located within the Light Industrial and HI-A Heavy Industrial Zoning Districts. The Carteret Borough Master Plan Reexamination (1998) envisions the redevelopment of the area for retail commercial purposes. The goals, objectives and standards contained herein are consistent with the Borough's Master Plan. Section 5 discusses the degree to which local zoning regulations are supplemented by the standards contained herein.

### **4.2 Sewer and Water**

The redevelopment area is within public water and sewer service areas. It is anticipated that mains will be extended to serve the project.

### **4.3 Transportation and Public Transportation**

The Redevelopment Plan notes the advantages relating to the proximity of the proposed development to Exit 12 on the New Jersey Turnpike, which roadway links the site to other major transportation arteries in the region. The location of the site proximate to the NJ Turnpike Exit 12 and the Port Newark/Elizabeth complex and Newark Airport creates strategic advantages for transportation and shipping businesses to locate in the redevelopment area. Businesses that serve the shipping industry will likewise be encouraged to locate in the redevelopment area.

### **4.4 Relation to Master Plans of Adjacent Municipalities**

Municipalities that border Carteret are Woodbridge Township in Middlesex County and Linden and Rahway in Union County. The redevelopment area is physically remote from Woodbridge Township and the City of Rahway, and development in the redevelopment area is not anticipated to have a measurable impact on either municipality.

The Rahway River separates the redevelopment area from the City of Linden. The portion of Linden that is directly north and northeast of the redevelopment area is

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located in that City's Heavy Industrial (H-I) Zone. This area contains fuel tank farms, industrial facilities, and a section of Marsh's creek and undeveloped wetland areas. At present, there is no local roadway that links the subject redevelopment area in Carteret to Linden.

#### 4.5 Relation to County Plan and State Development Plan

##### 4.5.1 The Strategic Plan for Middlesex County's Urban Center

The redevelopment area is located within the Arthur Kill & Raritan Bay Shore Strategic Planning Area, and has historically been deemed appropriate for commercial development and redevelopment. The County's plan had identified the landfill site as the "Carteret Mall" as recently as 1998. The redevelopment plan is consistent with the County's overall objective for redeveloping the site for commercial use.

##### 4.5.2 The State Development and Redevelopment Plan

The entirety of the redevelopment area is located within the Metropolitan Planning Area (PA-1) as set forth by the State Development and Redevelopment Plan (SDRP). The intent of the SDRP in the PA-1 is to:

- *provide for much of the state's future redevelopment;*
- *revitalize cities and towns;*
- *promote growth in compact forms;*
- *stabilize older suburbs;*
- *redesign areas of sprawl; and*
- *protect the character of existing stable communities.*

This redevelopment plan is entirely consistent with the intent of the SDRP as it relates to the PA-1. Additionally, this redevelopment plan promotes the following stated policy objectives of the SDRP as they related to the PA-1:

*Land Use: Promote redevelopment and development in Cores and Neighborhoods of Centers and in Nodes that have been identified through cooperative regional planning efforts. Promote diversification of land uses, including housing where appropriate, in single-use developments and enhance their linkages to the rest of the community. Ensure efficient and beneficial utilization of scarce land resources throughout the Planning Area to strengthen its existing diversified and compact nature.*

*Economic Development:* Promote economic development by encouraging strategic land assembly, site preparation and infill development, public/private partnerships and infrastructure improvements that support an identified role for the community within the regional marketplace. Encourage job training and other incentives to retain and attract businesses. Encourage private sector investment through supportive government regulations, policies, and programs, including tax policies and expedited review of proposals that support appropriate redevelopment.

*Natural Resource Conservation:* Reclaim environmentally damaged sites and mitigate future negative impacts, particularly to waterfronts, scenic vistas, wildlife habitats and to Critical Environmental Sites and Historic and Cultural Sites. Give special emphasis to improving air quality. Use open space to reinforce neighborhood and community identity, and protect natural linear systems, including regional systems that link to other Planning Areas.

*Redevelopment:* Encourage redevelopment at intensities sufficient to support transit, a broad range of uses and efficient use of infrastructure. Promote design that enhances public safety, encourages pedestrian activity and reduces dependency on the automobile.

*Public Facilities and Services:* Complete, repair or replace existing infrastructure systems to eliminate deficiencies and provide capacity for sustainable development and redevelopment in the region. Encourage the concentration of public facilities and services in Centers and Cores.

Moreover, this redevelopment plan seeks to further the SDRP's stated Statewide goal to "protect the environment, prevent and clean up pollution," and promotes the objective of actively pursuing "... public/private partnerships, the latest technology and strict enforcement to prevent toxic emissions and clean up polluted air, land and water without shifting pollutants from one medium to another, from one geographic location to another."

## SECTION 5 - REDEVELOPMENT PLAN

The Redevelopment Plan for the Carteret Landfill Reclamation Improvement District Redevelopment Area provides the framework for the implementation of one or more redevelopment projects in order to achieve the goals and objectives set forth herein.

## 5.1 Land Use Options

The Redevelopment Plan is intended to accommodate a range of commercial and industrial uses. The range of these uses are somewhat expanded from those permitted under the Borough's zoning ordinance in order to encourage redevelopment of Phase 1 of the Carteret Landfill Reclamation Improvement District Redevelopment Area. Permitted uses for the redevelopment area are set forth on Table 1 hereof.

## 5.2 Redevelopment Standards

5.2.1 - Purpose: The intent of these redevelopment standards is to provide the developer with guidelines in order to facilitate the design of a conforming project. It is also the purpose of the redevelopment standards to provide flexibility in the standards to accomplish a successful project and therefore the Planning Board will have authority to approve plans that have minor deviations from the specific bulk standard requirements for the relevant phase provided that they are not inconsistent with the objectives of and substantive basis for the redevelopment plan as determined by the Planning Board.

Further, it is the purpose of these standards to create incentives for the redevelopment of Phase 1 prior to the redevelopment of the balance of the District. The redeveloper who redevelops Phase 1 first is provided with more options for the redevelopment of Phase 2 and the Southern Property than the redeveloper who does not propose to first redevelop Phase 1.

5.2.2 - Definitions: The words used in the Redevelopment Plan shall have the same definition as included in the Carteret Land Development Ordinance adopted May 2000 and as amended, unless specifically defined herein. For purposes of this Plan, the term "tract" shall mean "an area, parcel, site, piece of land, or property that is the subject of a development application. A tract may contain one or more tax lots, but must be designed as an integrated project that may be constructed in phases, subject to a redeveloper agreement."

5.2.3 - Other Standards: The standards contained within the Redevelopment Plan shall supersede existing regulations as contained in the Carteret Land Development Ordinance adopted May 2000, as amended. The Land Development Ordinance shall be the regulations for any site requirements or other standards not specifically set forth in this plan, and not otherwise inconsistent with the intent and purpose of the Redevelopment plan, as determined by the Planning Board.



These modifications permit a broader range of uses and best provide for maximum flexibility to complete a successful project. More than a single permitted use and/or structure is permitted in the Carteret Landfill Reclamation Improvement District Redevelopment Area.

#### 5.2.4 - Bulk Standards - Phase 1

<i>Bulk Items</i>	<i>Redevelopment Plan Requirements</i>
Minimum Lot area *	40,000 square feet
Minimum Lot width*	200
Minimum Tract Perimeter setback*	50'
Maximum coverage - principal building(s)*	75%
Maximum coverage - impervious surfaces	100%
Maximum building height	65'

\* Any lot created for the purpose of creating a "pad site" for the occupancy of a structure for separate ownership or leasehold within a larger tract consistent with this plan shall not be subject to lot area, dimensional or setback requirements. These standards are applicable where the entire Phase 1 of the Carteret Landfill Reclamation Improvement District Redevelopment Area is planned as a single redevelopment project, which may be phased in accordance with a redeveloper agreement.

\*\* No perimeter setback is required for those properties backing to the Arthur Kill.

#### 5.2.5 - Bulk Standards - Phase II and Southern Property

##### Bulk Standards - Base Redevelopment Zoning\*\*\*

<i>Bulk Items</i>	<i>Redevelopment Plan Requirements</i>
Minimum Lot area *	40,000 square feet
Minimum Lot width*	200'
Minimum Front yard setback*	80'
Minimum Side yard setback (each)*	20'
Minimum Rear yard**	20'
Maximum FAR	0.3
Maximum coverage - principal building(s)*	45%
Maximum coverage - impervious surfaces	65%
Maximum building height	40'

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### Bulk Standards – Implementation Bonus

The implementation bonus standards shall apply: (1) to projects that are part of a coordinated redevelopment of the entire District pursuant to a redeveloper agreement between the Borough and a designated redeveloper; and (2) when the redeveloper has complied with any relevant provisions of such redeveloper agreement entitling it to the implementation bonus standards.

<i>Bulk Items</i>	<i>Redevelopment Plan Requirements</i>
Minimum Lot area *	40,000 square feet
Minimum Lot width*	200'
Minimum Tract Perimeter Setback*	30'
Minimum Side yard setback (each)*	20'
Minimum Rear yard**	20'
Maximum FAR	1.0
Maximum coverage - principal building(s)*	65%
Maximum coverage - impervious surfaces	80%
Maximum building height	65'

Any lot created for separate ownership or use shall be deemed a separate lot for the purposes of the bulk standards. The minimum lot area and minimum lot width shall not be subject to the minimum lot area and minimum lot width requirements provided in the redevelopment plan. The minimum lot area and minimum lot width shall be determined by the minimum lot area and minimum lot width of the lot created for separate ownership or use.

\*\* No perimeter setback is required for those properties backing to the Arthur Kill.

\*\*\* The Base Redevelopment Zoning shall be the standard regulations for development unless the implementation bonus is triggered.

### 5.3 - Additional Requirements

#### 5.3.1 Signs: – Phase 1:

##### A. Wall:

[1] Size: Maximum 5% of building face or 400 square feet, whichever is

less

- [2] Amount: Two per building. Secondary wall signs may be constructed on a secondary wall façades, provided its area does not exceed 40% of the area of the primary sign.
- [3] Buildings with multiple uses may have one sign per use per building facade fronting a street, with cumulative sign area per façade not to exceed A.[1]. Secondary wall signs may be constructed on a secondary wall façades, provided its area does not exceed 40% of the area of the primary sign.

**B. Freestanding – NJ Turnpike orientation**

- [1] Size: Maximum 672 square feet per sign face
- [2] Amount: Three (3) per tract, within 660' of the NJ Turnpike
- [3] Height: Maximum of 140' above mean sea level

**C. Freestanding – Site Identification**

- [1] Size: Maximum 200 square feet per sign face
- [2] Amount: Two (2) per tract,
- [3] Height: Maximum of 50' above grade.

**D. Directional**

- [1] As required at the discretion of the Planning Board.

**Signs – Balance of District (Phase II and Southern Property)**

**A. Wall:**

- [1] Size: Maximum 5% of building face or 800 square feet, whichever is less
- [2] Amount: Two per building. Secondary wall signs may be constructed on secondary wall façades, provided its area does not exceed 40% of the area of the primary sign.
- [3] Buildings with multiple uses may have one sign per use per building facade fronting a street, with cumulative sign area per façade not to exceed A.[1]. Secondary wall signs may be constructed on secondary wall façades, provided its area does not exceed 40% of the area of the primary sign.

**B. Freestanding – Site Identification**

- [1] Size: Maximum 100 square feet per sign face
- [2] Amount: Two (2) per tract



[3] Height: Maximum of 12' above grade

5.3.2 Parking:

- A. Office – 3 spaces per 1,000 sf
- B. Warehouse - 1 space per 5,000 sf. (including up to 10% office space as part of the gross building area)
- C. Other Permitted Uses – As per Borough Land Development Ordinance

The above off-street parking and loading standards shall apply, except where the Planning Board determines that said standards may be reduced by up to 40% to account for shared parking and loading demands which diminish the need for on-site parking and loading.

Where possible, cross easements shall be permitted and encouraged to enable sharing of parking facilities loading areas and driveways/access roads between lots.

5.3.3 Non-Applicable Sections: The following sections of the Borough Land Development Ordinance will not apply in the Redevelopment Area:

- 160-76: Blocks
- 160-77: Buffers
- 160-78: Corner lots
- 160-83: Grading and Filling
- 160-85: Lots
- 160-98: Accessory Buildings
- 160-102: Floodplain Regulations
- 160-103.B(1)(2): Hotels and Motels, limitation on minimum lot area per unit
- 160-109: Maximum number of principal uses or buildings per lot
- 160-113.D: Nonresidential signs
- 160-135, Subsections D, E and F: Light Industrial Zone Regulations
- 160-138, Subsections C, D and E: HI-A Heavy Industrial Zone Regulations
- 160-138.G(f): Bulk standards for regional malls in accordance with HI-A Zone

5.3.4 Amended Sections: The following amended sections of the Borough Land

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Development Ordinance shall apply in the Redevelopment Area as follows:  
160-135.A and 160-138.A: Uses permitted in the Light Industrial HI-A Zone shall be supplemented with the permitted uses specified herein for the redevelopment area.

160-138.G(1)(d): Ancillary retail stores, personal service establishments and entertainment establishments may be provided as part of a regional mall, with no limitation on the maximum total floor area of the development dedicated to said uses.

160-138.G(1)(e): Maximum building coverage shall be as set forth in Section 5.2.4 and 5.2.5 above.

**5.3.5 Amendment to Zoning Map:** The Zoning Map of the Borough of Carteret is hereby amended to include the "Landfill District Redevelopment Area" per the boundaries shown on Figure 1 in this Plan.

**5.3.6 Stormwater Management:** The stormwater management facilities shall meet requirements set forth by the New Jersey Department of Environmental Protection, as necessary for required permits.

**5.3.7 Street, Curbs and Sidewalks:** The proposed improvements shall meet the requirements set forth in the Land Development Ordinance at Sections 160-79, 160-91, 160-94 and 160-107.D. to the extent practical given the constraints of the landfill closure plan and the requirements of the proposed redevelopment. Each redevelopment project shall have adequate access between its internal system of private roads, drives, parking and loading areas and Industrial Road, Roosevelt Boulevard or any newly constructed public road.

**5.3.8 Landscaping, Pedestrian Circulation and Amenities:** Proposed improvements shall provide a landscaped area at a minimum of 10 feet in width along any perimeter access road.

## **SECTION 6 --APPROVALS/INFRASTRUCTURE IMPROVEMENTS**

### **6.1 Subdivision/Site Plan**

Except as otherwise provided in this Redevelopment Plan, any redevelopment project carried out in the Carteret Landfill Reclamation Improvement District Redevelopment Area is required to meet the standards and requirements of the

## **Carteret Land Development Ordinance.**

Subdivision and site plans for any redevelopment project are required to be submitted to the Carteret Planning Board for review, public hearing and approval. No site plan shall be submitted unless the necessary infrastructure to support that intensity of development is part of such site plan or already approved.

A public hearing will be required as part of the approval process. Individuals will be notified as required under the New Jersey Municipal Land Use Law. Input from the property owners and general public will be made at the public hearing.

### **6.2 Infrastructure Improvements**

As a condition of redevelopment of the District, certain infrastructure improvements must be made to the site.

The infrastructure improvements anticipated for the District include:

- a. Construction of on-site potable water and sewer mains.
- b. Construction of off-site potable water, sewer mains and a sewage pump station.
- c. Construction of a road system including a storm water management system.
- d. Construction of electric, gas, cable television, and telephone facilities.

### **6.3 Revenue Allocation District**

It is the intention of the Borough to utilize the Redevelopment Area Bond Financing Law and/or the Revenue Allocation District Financing Act to generate funds from the redevelopment of the redevelopment area to be used for the remediation of contaminated conditions, closure of landfills, infrastructure relocation or installation, property acquisition and other capital improvements either within the redevelopment area or necessary to effectuate the redevelopment of the redevelopment area and implementation of this redevelopment plan. The Borough hereby provides for the creation of a Revenue Allocation District (RAD) for purposes of financing eligible redevelopment projects and activities pursuant to the Revenue Allocation District Financing Act (N.J.S.A. 40A:12A-64 et seq.).

The Revenue Allocation District boundaries shall be Phase 1 of the Landfill District Redevelopment Area as designated by the Carteret Borough Council (see Figure 1). The District Agent shall be the Borough Council unless otherwise designated by separate ordinance or resolution of Borough Council, as set forth in

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Section 17 of the Act.

## SECTION 7 - MISCELLANEOUS

### **7.1 Certificates of Completion**

This Redevelopment Plan and any amendments, modifications and revisions thereof shall be in full force and effect until all redevelopment projects are certified as being substantially completed by the Borough. Each project will be issued a Certificate of Completion by the Borough upon final inspection and issuance of a certificate of occupancy by the Construction Official as provided for in the relevant redeveloper agreement. The property for which the Certificate of Completion is issued will be deemed to be no longer in need of redevelopment and the redeveloper shall be released from any further obligations under the redeveloper agreement for that project other than in connection with obligations associated with financial bonding.

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TABLE 1

PERMITTED USES  
LANDFILL DISTRICT REDEVELOPMENT AREA

<i>Permitted Uses HI-A Zone (for comparison purposes)</i>	<i>Permitted Uses LI Zone (for comparison purposes)</i>	<i>Permitted Uses – Landfill District Redevelopment Area</i>
All industrial or manufacturing uses not specifically prohibited under the provisions of The Borough of Carteret's Land Development Ordinance.	<ul style="list-style-type: none"> <li>• Business, professional and governmental offices.</li> <li>• Research, experimental and testing laboratories.</li> <li>• Wholesale offices and showrooms with accessory storage of goods.</li> <li>• Screened storage and warehousing.</li> <li>• Light Industrial manufacturing</li> </ul>	<ul style="list-style-type: none"> <li>• Business, professional and governmental offices.</li> <li>• Research, experimental and testing laboratories.</li> <li>• Wholesale offices and showrooms with accessory storage of goods.</li> <li>• Light Industrial manufacturing</li> <li>• Warehouse</li> <li>• Truck stop and related services (e.g. truck wash, fueling station)</li> <li>• Flex Light Industrial/office space</li> <li>• Retail Sale of Goods and Services, including wholesale clubs</li> <li>• Restaurants, Bars and Nightclubs</li> <li>• Fast Food Restaurants</li> <li>• Health Clubs</li> <li>• Food Stores</li> <li>• Variety Stores</li> <li>• Dry Goods Stores</li> <li>• Movie Theaters</li> <li>• Clothing or Clothing Accessory Stores</li> <li>• Hotel/Motel</li> <li>• Department Stores</li> <li>• Sports Facilities</li> <li>• Mixed use of items above</li> <li>• Parking</li> <li>• Municipal facilities</li> </ul>

B05773P0182

TABLE 2  
PHASE I  
LIST OF TAX LOTS

<u>Block</u>	<u>Lot</u>	<u>Block</u>	<u>Lot</u>
11.01	17.01	11.01	34.02
11.01	17.02	11.01	35
11.01	18	11.01	36
11.01	19	11.01	37
11.01	20	11.01	38
11.01	23.01	11.01	39
11.01	23.02	11.01	40
11.01	24	11.01	41
11.01	25.01	11.01	42
11.01	25.02	11.01	43
11.01	26	11.01	44
11.01	29.01	11.01	45
11.01	29.02	11.01	46
11.01	30	11.01	47
11.01	31.01	11.01	49
11.01	31.02	11.01	50
11.01	33.01	11.01	52
11.01	33.02	11.01	58
11.01	34.01	11.01	60

Unnamed Street  
Driftway  
Rail Road Crossing

B05773P0183



TABLE 3

## PHASE II PROPERTIES

<u>Block</u>	<u>Lot</u>
9.03	21
10	8
10	9
10	10
10	11
10	12
10	13
10	14
10	15
10	16
10	17
10	18
10	19
10	20
10	21
11.01	6
11.01	7
11.01	8
11.01	9
11.01	10
11.01	11
11.01	12
11.01	13
11.01	14
11.01	15
11.01	16
11.01	27
11.01	28

B05773P0184

TABLE 4  
SOUTHERN PROPERTY

<u>Block</u>	<u>Lot</u>
11.04	51
11.03	32
113	1.02
113	1.03
113	2
113	3
113	4
113	5
113	6
113	7
113	8
113	20
113	32
113	56
113	57

BC5773P0185

EXHIBIT B  
CARTERET, NEW JERSEY REDEVELOPMENT  
PHASE I OWNERS  
CONRAIL TO TITAN PDC  
NEW GRADE CROSSING AGREEMENT

The Phase I land owners in the Carteret "Landfill District Redevelopment Area," for which Titan PDC Carteret Urban Renewal, LLC has been designated as redeveloper, are as follows:

1. Borough of Carteret
2. CDI Industries, Inc.
3. Middlesex Landfill Corp.
4. Industrial Reclamation Services, Inc.
5. State of New Jersey (Tidelands)
6. Kinder Morgan Liquids Terminals LLC
7. Daumann Recycling Company, Inc.
8. BP Products North America, Inc., f/k/a Amoco and The American Oil Company
9. ConocoPhillips Company, f/k/a Phillips Petroleum Company

The total Phase I area is 112.96 acres and is comprised of many individual lots which are to be acquired by Consent or Eminent Domain and be redeveloped into two (2) lots, one of which will be 85.69 acres and the other will be 27.27 acres. The larger lot will have 1,064,515 square foot warehouse with a 57,000 square foot mezzanine office area. The smaller lot will have a 200,218 square foot warehouse constructed on it. Both sites will be served with shard parking and by a 3500 square foot power station building for other purposes.

Contracts of purchase are in place between "Titan" and the following:

1. Borough of Carteret
2. Middlesex Landfill Corp.
3. Industrial Reclamation Services, Inc.

An application for a license and a grant of the tidelands area from the State of New Jersey is pending at the New Jersey Tidelands Bureau, c/o N.J. D.E.P.

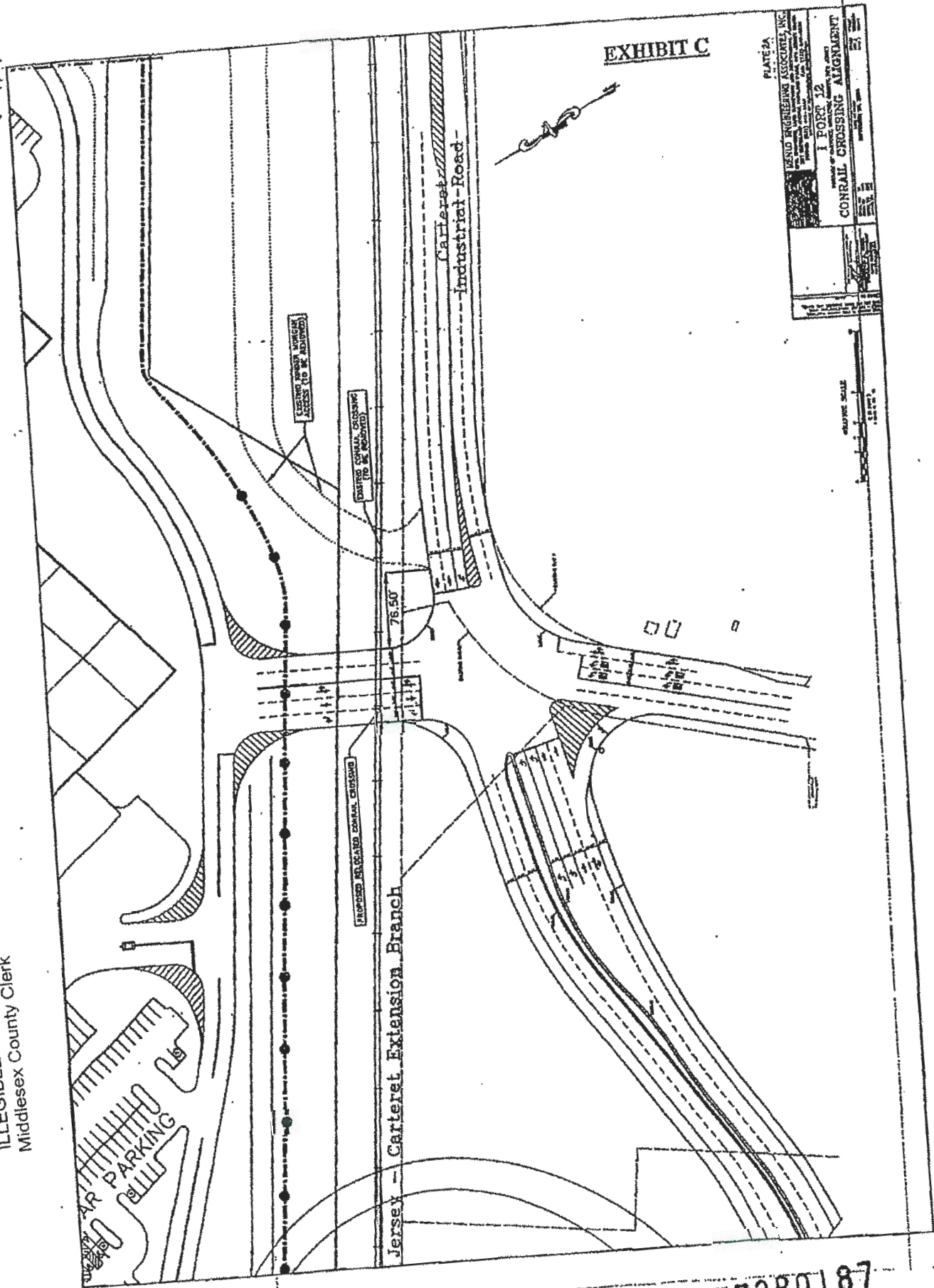
An Eminent Domain proceeding has been instituted by the Borough of Carteret to acquire CDI Industries, Inc. property and relocate the Dauman Industries Class "B" recycling business which exists on the "CDI" site.

The Phase II tract has two owners. "Titan" has been designated as redeveloper and is negotiating with:

1. Carteret Development, LLC
2. Stango, LLC

B05773P0186

ILLEGIBLE ORIGINAL  
Middlesex County Clerk



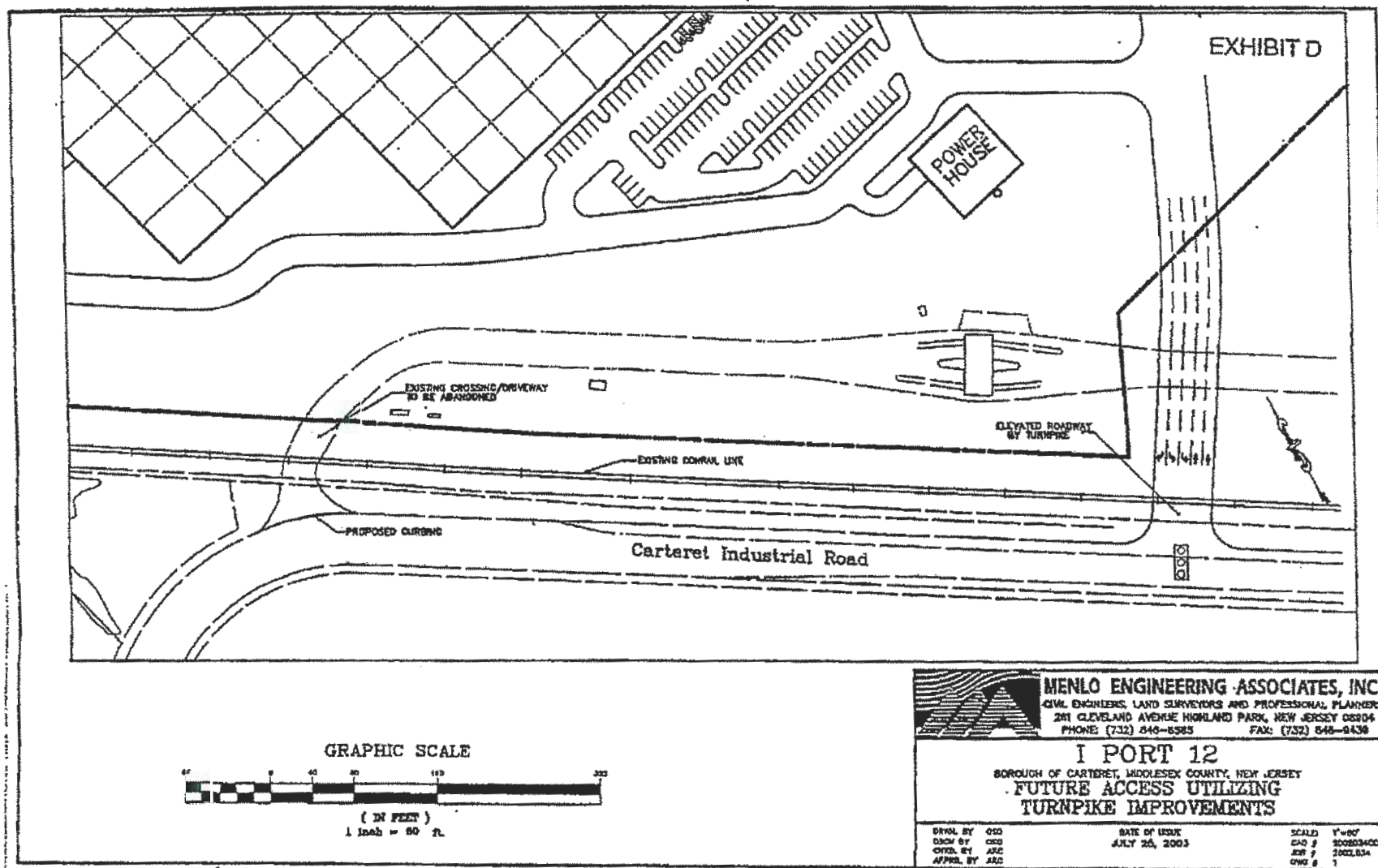
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5773-187



ILLEGIBLE ORIGINAL  
Middlesex County Clerk

B05773P0188



5773-188

Figure 4: NJ TURNPIKE AUTHORITY CORRESPONDENCE

**EXHIBIT E**



## New Jersey Turnpike Authority

P.O. BOX 5050 WOODBRIDGE, NEW JERSEY 07065  
TELEPHONE (732) 412-4100

JAMES E. MCGREEVEY  
GOVERNOR

JOSEPH SHAMUNOVICH, *Chairman*  
JOSEPH (J.P.) MEELE, *Vice Chairman*  
JOHN HIBBS, *Treasurer*  
LUIS FERNANDEZ, *Commissioner*  
HAROLD L. HOGES, *Commissioner*  
DAVID G. EVANS, *Commissioner*  
HARRY LARRISON JR., *Commissioner*  
JOHN LETTIERE, *Commissioner*  
MICHAEL LAPOLLA, *Executive Director*

May 27, 2004

Mr. Paul Slayton  
Slayton Development  
213-G Butler Lane  
P.O. Box 1438  
Bridgehampton, NY 11932

Re: Interchange 12 Improvements/Tremley Point Connector

Dear Mr. Slayton:

As requested at our recent meeting, the New Jersey Turnpike Authority (Authority) has reviewed the January 29, 2004 letter from Robert J. Dempsey, CONRAIL, to Alfred R. Coca, Menlo Engineering Associates, Inc. CONRAIL is seeking evidence that the Authority is committed to a grade-separated crossing of the existing rail line as part of its Tremley Point Connector project.

On behalf of the Authority, I can assure you of this commitment. Final design of the Interchange 12 Improvements is anticipated to be awarded at our July Commission Meeting. The solicitation of a final design consultant for the Tremley Point Connector is expected to be released soon, and is anticipated to be awarded in the fall. Both projects will be designed with the intersection between the Tremley Point Connector and Industrial Boulevard elevated over the rail line.

I trust this provides the information you need to further pursue a temporary grade crossing with CONRAIL. Do not hesitate to contact me if I can be of further assistance.

Very truly yours,

Richard J. Raczynski  
Chief Engineer

/jm  
cc: R. J. Grimm  
S. M. Buente  
J. L. Williams  
File

Website address <http://www.state.nj.us/turnpike>

B05773P0189

EXHIBIT F

Intentionally deleted

B05773P0190

IN THE MATTER OF

PROPOSED NJ TURNPIKE  
CONNECTOR ROAD

PROPOSED ELEVATED  
TURNPIKE INTERSECTION  
AND CONNECTOR ROAD

PROPOSED KINDER  
MORGAN ACCESS

1 inch = 200 ft


ILLEGIBLE ORIGINAL  
Middlesex County Clerk

IT IS REQUESTED THAT YOU REVIEW THE DRAWINGS CAREFULLY AND ADVISE THE ARCHITECT OF ANY CONSTRUCTION OMISSIONS, NOT IN ACCORDANCE WITH THE SPECIFICATIONS, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE ARCHITECT'S OFFICE WILL BE RESPONSIBLE FOR ANY CHANGES AND VARIATIONS.

DATE: 01/15/2005

BY: [Signature]

FOR: [Signature]



**MENLO ENGINEERING ASSOCIATES, INC.**  
 CIVIL ENGINEERS, LAND SURVEYORS AND PROFESSIONAL PLANNERS  
 5801 CLEVELAND AVENUE HIGHLAND PARK, NEW JERSEY 08864  
 PHONE: (732) 648-8585 FAX: (732) 648-6430

**PORT 12**

BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY

**FUTURE ACCESS**

**UTILIZING TURNPIKE IMPROVEMENTS**

SEE EXHIBIT FOR: 01-12-12, 01-12-13, 01-12-14, 01-12-15, 01-12-16, 01-12-17, 01-12-18, 01-12-19, 01-12-20, 01-12-21, 01-12-22, 01-12-23, 01-12-24, 01-12-25, 01-12-26, 01-12-27, 01-12-28, 01-12-29, 01-12-30, 01-12-31, 01-12-32, 01-12-33, 01-12-34, 01-12-35, 01-12-36, 01-12-37, 01-12-38, 01-12-39, 01-12-40, 01-12-41, 01-12-42, 01-12-43, 01-12-44, 01-12-45, 01-12-46, 01-12-47, 01-12-48, 01-12-49, 01-12-50, 01-12-51, 01-12-52, 01-12-53, 01-12-54, 01-12-55, 01-12-56, 01-12-57, 01-12-58, 01-12-59, 01-12-60, 01-12-61, 01-12-62, 01-12-63, 01-12-64, 01-12-65, 01-12-66, 01-12-67, 01-12-68, 01-12-69, 01-12-70, 01-12-71, 01-12-72, 01-12-73, 01-12-74, 01-12-75, 01-12-76, 01-12-77, 01-12-78, 01-12-79, 01-12-80, 01-12-81, 01-12-82, 01-12-83, 01-12-84, 01-12-85, 01-12-86, 01-12-87, 01-12-88, 01-12-89, 01-12-90, 01-12-91, 01-12-92, 01-12-93, 01-12-94, 01-12-95, 01-12-96, 01-12-97, 01-12-98, 01-12-99, 01-12-100, 01-12-101, 01-12-102, 01-12-103, 01-12-104, 01-12-105, 01-12-106, 01-12-107, 01-12-108, 01-12-109, 01-12-110, 01-12-111, 01-12-112, 01-12-113, 01-12-114, 01-12-115, 01-12-116, 01-12-117, 01-12-118, 01-12-119, 01-12-120, 01-12-121, 01-12-122, 01-12-123, 01-12-124, 01-12-125, 01-12-126, 01-12-127, 01-12-128, 01-12-129, 01-12-130, 01-12-131, 01-12-132, 01-12-133, 01-12-134, 01-12-135, 01-12-136, 01-12-137, 01-12-138, 01-12-139, 01-12-140, 01-12-141, 01-12-142, 01-12-143, 01-12-144, 01-12-145, 01-12-146, 01-12-147, 01-12-148, 01-12-149, 01-12-150, 01-12-151, 01-12-152, 01-12-153, 01-12-154, 01-12-155, 01-12-156, 01-12-157, 01-12-158, 01-12-159, 01-12-160, 01-12-161, 01-12-162, 01-12-163, 01-12-164, 01-12-165, 01-12-166, 01-12-167, 01-12-168, 01-12-169, 01-12-170, 01-12-171, 01-12-172, 01-12-173, 01-12-174, 01-12-175, 01-12-176, 01-12-177, 01-12-178, 01-12-179, 01-12-180, 01-12-181, 01-12-182, 01-12-183, 01-12-184, 01-12-185, 01-12-186, 01-12-187, 01-12-188, 01-12-189, 01-12-190, 01-12-191, 01-12-192, 01-12-193, 01-12-194, 01-12-195, 01-12-196, 01-12-197, 01-12-198, 01-12-199, 01-12-200, 01-12-201, 01-12-202, 01-12-203, 01-12-204, 01-12-205, 01-12-206, 01-12-207, 01-12-208, 01-12-209, 01-12-210, 01-12-211, 01-12-212, 01-12-213, 01-12-214, 01-12-215, 01-12-216, 01-12-217, 01-12-218, 01-12-219, 01-12-220, 01-12-221, 01-12-222, 01-12-223, 01-12-224, 01-12-225, 01-12-226, 01-12-227, 01-12-228, 01-12-229, 01-12-230, 01-12-231, 01-12-232, 01-12-233, 01-12-234, 01-12-235, 01-12-236, 01-12-237, 01-12-238, 01-12-239, 01-12-240, 01-12-241, 01-12-242, 01-12-243, 01-12-244, 01-12-245, 01-12-246, 01-12-247, 01-12-248, 01-12-249, 01-12-250, 01-12-251, 01-12-252, 01-12-253, 01-12-254, 01-12-255, 01-12-256, 01-12-257, 01-12-258, 01-12-259, 01-12-260, 01-12-261, 01-12-262, 01-12-263, 01-12-264, 01-12-265, 01-12-266, 01-12-267, 01-12-268, 01-12-269, 01-12-270, 01-12-271, 01-12-272, 01-12-273, 01-12-274, 01-12-275, 01-12-276, 01-12-277, 01-12-278, 01-12-279, 01-12-280, 01-12-281, 01-12-282, 01-12-283, 01-12-284, 01-12-285, 01-12-286, 01-12-287, 01-12-288, 01-12-289, 01-12-290, 01-12-291, 01-12-292, 01-12-293, 01-12-294, 01-12-295, 01-12-296, 01-12-297, 01-12-298, 01-12-299, 01-12-300, 01-12-301, 01-12-302, 01-12-303, 01-12-304, 01-12-305, 01-12-306, 01-12-307, 01-12-308, 01-12-309, 01-12-310, 01-12-311, 01-12-312, 01-12-313, 01-12-314, 01-12-315, 01-12-316, 01-12-317, 01-12-318, 01-12-319, 01-12-320, 01-12-321, 01-12-322, 01-12-323, 01-12-324, 01-12-325, 01-12-326, 01-12-327, 01-12-328, 01-12-329, 01-12-330, 01-12-331, 01-12-332, 01-12-333, 01-12-334, 01-12-335, 01-12-336, 01-12-337, 01-12-338, 01-12-339, 01-12-340, 01-12-341, 01-12-342, 01-12-343, 01-12-344, 01-12-345, 01-12-346, 01-12-347, 01-12-348, 01-12-349,

B05773P0191



**LUMP SUM PAYMENTS****Standard Prepaid Costs**

As in accordance with Section 2, the \$300,175 lump sum payment itemized below shall be paid to Conrail prior to the commencement of the construction of the private grade crossing; however a \$50,000 initial deposit towards the total lump sum is due upon execution of agreement.

Application Fee Balance:	\$250
Documentation Preparation Fee:	\$750
Lump Sum Rental	\$46,860
Annual RRPL Insurance	\$200,000
Lump Sum Track Maintenance	\$12,315
Lump Sum Signal Maintenance	<u>\$40,000</u>
<b>Total</b>	<b>\$300,175</b>

**Force Account - Estimated Construction Costs**

The \$350,000 estimate below is for the installation of the grade crossing surface and automatic warning devices by Conrail. After the agreement is executed a Force Account will be established and the estimated expected costs shall be paid to Conrail prior to the commencement of the construction of the private grade crossing. At or near project completion, a settlement will be made based upon the actual costs incurred.

Estimated Surface Installation Cost:	\$100,000
Estimated Warning Devices Cost:	<u>\$250,000</u>
<b>Total</b>	<b>\$350,000</b>

B05773P0192

**EXHIBIT – H (2 of 2)**

**Application Fee Balance: \$250**

- Conrail's standard application fee is \$750; Mello Engineering issued a \$500 check on 8/13/04 towards this fee resulting in a remaining balance of \$250.

**Document Preparation Fee: \$750**

- Conrail's standard document preparation fee is \$750.

**Lump Sum Rental (Sec. 2): \$46,860**

- The \$46,860 lump sum rental rate represents Conrail's standard annual rental rate (\$11,715) for a 76 foot wide private grade crossing for the four year initial term of the agreement.

**Lump Sum RRPL Insurance (Sec. 10 (iv)): \$200,000**

- The \$200,000 lump sum rental rate represent the annual cost (\$50,000) to obtain Railroad Protective Liability Insurance coverage for the 76 foot wide private grade crossing directly from Conrail for the four year initial term of the agreement.

**Lump Sum Track Maintenance (Sec. 3 (a)): \$12,315**

- The \$12,315 lump sum track maintenance payment represents the present value of Conrail's standard annual routine maintenance rate (\$2,900) for a 76 foot private wide grade crossing, inflated annually by 4%, for the four year initial term of the agreement.

**Lump Sum Signal Maintenance (Sec. 3 (a)): \$40,000**

- The \$40,000 lump sum signal maintenance payment represents Conrail's annual routine maintenance charge (\$10,000) for the warning devises required for a 76 foot wide private grade crossing for the four year initial term of the agreement.

**Estimated Construction Cost (Sec. 2 (a)): \$100,000**

- The construction of this 76 foot wide private grade crossing includes the installation of the grade crossing surface by Conrail at the sole cost and expense of the Licensee and billed to the Licensee by way of the established Force Account in accordance with the terms of Section 7. Conrail's estimated cost for this work is \$100,000.

**Estimated Warning Devices Cost (Sec. 2 (a)): \$250,000**

- The construction of this 76 foot wide private grade crossing includes the installation of automatic warning devices by Conrail at the sole cost and expense of the Licensee and billed to the Licensee by way of the established Force Account in accordance with the terms of Section 7. Conrail's estimated cost for this work is \$250,000.

**B05773P0193**

**CONRAIL®**



May 23, 2005

Brian W. Fahey  
Fahey & Fahey  
4 East Main Street  
Mendham, NJ 07945

SUBJECT: Carteret, Middlesex Co., NJ - Proposal to relocate and construct a private vehicular at-grade crossing across Conrail's Carteret Industrial Track, Line Code 10-0213 (File: M-14290)

Dear Mr. Fahey:

Enclosed, in duplicate, is the term License Agreement to relocate and construct the captioned facilities.

Both Agreements are to be executed, signature witnessed, and promptly returned to Bob Dempsey, Real Estate Services for Conrail, 1000 Howard Boulevard, Mt. Laurel, NJ 08054-2355. A fully executed Agreement will be returned.

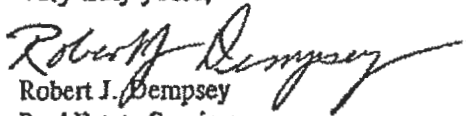
A \$51,000 check, to cover the \$250 application fee (total application fee \$750: \$500 previously paid), the \$750 document preparation fee and the \$50,000 initial deposit towards the agreed upon lump sum payment detailed in Exhibit F of the License Agreement.

The \$249,175 balance of the total \$300,175 lump sum payment for the rights granted in the License Agreement during the initial four year term is required prior to the commencement of the construction of the grade crossing. If an extension is required after the initial term, the annual rates and payments for the extended period will be determined in accordance with the rates in place at that time.

Under Section 11(a): a Certificate of Insurance is to be provided - giving crossing location and reference to file number. Conrail must be named an additional insured.

It is to be understood that Conrail will not proceed with the construction of the crossing until you have a fully executed License Agreement and you obtain authorization from Conrail's Mr. Leo McGlynn, Area Engineer, Howard Blvd., Mt. Laurel, NJ 08054, 856.231.2450.

Very truly yours,

  
Robert J. Dempsey  
Real Estate Services  
for Conrail  
856.231.2422



## State of New Jersey

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation  
P.O. Box 439, Trenton, NJ 08625-0439  
Fax # (609) 292-8115  
www.state.nj.us/dep/landuse

JON S. CORZINE  
Governor

LISA P. JACKSON  
Commissioner

SEP 22 2008

Mr. Gary Wroblewski, P.E.  
Arcadis US, Inc.  
8 South River Road  
Cranbury, NJ 08512

Re: Letter of Interpretation - Line Verification  
**File No.: 1201-03-0003.1 FWW 080001**  
Applicant: Carteret Development, LLC  
Blocks 10; 11.01  
Lots 8, 9, 10, 12 through 21; 10 through 14  
Carteret, Middlesex County

Dear Mr. Wroblewski:

This letter is in response to your request for a Letter of Interpretation to verify the jurisdictional boundaries of the freshwater wetlands and State open waters on the referenced property pursuant to the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A.

In accordance with agreements between the State of New Jersey Department of Environmental Protection (Department), the U.S. Army Corps of Engineers Philadelphia and New York Districts, and the U.S. Environmental Protection Agency, it has been determined that the Department's Division of Land Use Regulation (Division) is the lead agency for establishing the extent of State and Federally regulated wetlands and waters. The USEPA and/or USACOE retain the right to reevaluate and modify the jurisdictional determination at any time should the information prove to be incomplete or inaccurate.

Based upon the information submitted and a site inspection conducted on June 24, 2008, the Division has verified that the wetland and water boundary lines are accurate as shown on the plan prepared by Arcadis US, Inc. entitled "CYTEC INDUSTRIES INC., CARTERET, NEW JERSEY, WATERS/WETLANDS DELINEATION REPORT, WETLANDS MAP" dated July 2008, and signed on July 9, 2008.

Any activities regulated under the Freshwater Wetlands Protection Act proposed within the wetlands or transition areas or the deposition of any fill material into any water area, will require a permit from this office unless exempted under the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B -1 (et seq.), and implementing rules, N.J.A.C. 7:7A. A copy of this plan, together with the information upon which this boundary determination is based, has been made part of the Division's public records.

Pursuant to the Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A-1 et seq.), you are entitled to rely upon this jurisdictional determination for a period of **five years** from the date of this letter.





The freshwater wetland and State open water boundary lines, as determined in this letter, must be shown on any future site development plans. The lines should be labeled with the above file number and the following note:

"Freshwater Wetland and State Open Water Boundary Lines as verified by NJDEP  
File No. 1201-03-0003.1 FWW 080001"

The Department has determined that the wetlands delineated by flags A1 through A102, B1 through B10 and C11 through C18 are of **exceptional** resource value. The standard transition area or buffer adjacent to exceptional resource value wetlands is **150 feet**. All other onsite wetlands are of **intermediate** resource value. The standard transition area or buffer adjacent to intermediate resource value wetlands is **50 feet**.

It should be noted that the areas within impoundments 1 through 6 are **not** State open waters pursuant to the definition found at N.J.A.C. 7:7A-1.4. Other State open waters are present onsite as depicted on the referenced plan. Under the Freshwater Wetlands Protection Act Rules, there are no standard transition areas required adjacent to State open waters. However, a riparian zone is required in accordance with the Flood Hazard Area Control Act Rules, N.J.A.C. 7:13 (et seq.).

The wetland resource value classifications may affect the requirements for an Individual Wetlands Permit (see N.J.A.C. 7:7A-7), the types of Statewide General Permits available for the wetlands portion of this property (see N.J.A.C. 7:7A-5) and the modification available through a transition area waiver (see N.J.A.C. 7:7A-6). Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules for additional information

It should be noted that this determination of wetland classification is based on the best information presently available to the Department. The classification is subject to change if this information is no longer accurate, or as additional information is made available to the Department, including, but not limited to, information supplied by the applicant. Under NJSA 13:9B-7(a)(2), if the Department has classified a wetland as exceptional resource value based upon a finding that the wetland is documented habitat for threatened and endangered species that remains suitable for use for breeding, resting or feeding by such species, an applicant may request a change in this classification. Such requests for a classification change must demonstrate that the habitat is no longer suitable for the documented species because there has been a change in the suitability of this habitat. Requests for resource value classification changes and associated documentation should be submitted to the Division of Land Use Regulation, P.O. Box 439, Trenton, New Jersey 08625.

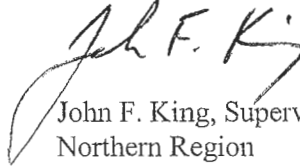
This letter in no way legalizes any fill that may have been placed, or other regulated activities that may have occurred on-site. Also, this determination does not affect your responsibility to obtain any local, State, or Federal permits that may be required.

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist. If a person submits the hearing request after this time, the Department shall deny the request. The DEP bulletin is available through the Department's website at [www.state.nj.us/dep](http://www.state.nj.us/dep).



Please contact Linda Fisher of our staff at (609) 777-0454 or [linda.fisher@dep.state.nj.us](mailto:linda.fisher@dep.state.nj.us) should you have any questions regarding this letter. Be sure to indicate the Division's file number in all communication.

Sincerely,

A handwritten signature in black ink, appearing to read "J.F. King". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

John F. King, Supervising Environmental Specialist  
Northern Region  
Bureau of Urban Growth and Redevelopment

c: Carteret Construction Official  
Applicant, Carteret Development





## AMENDED REPRESENTATION AND REMEDIATION AGREEMENT

BETWEEN

THE BOROUGH OF CARTERET, RAHWAY ARCH PROPERTIES LLC,

SOIL SAFE INC. AND ALBERT P. FREE, PE, LSRP

WHEREAS, Rahway Arch Properties LLC ("Rahway Arch") is owner of an area in need of redevelopment, and is the designated redeveloper for such area, consisting of Block 9.03, Lot 21; Block 10 Lots 8-10 & 12-21 and Block 11.01 Lots 8, 10-14 & 28 in the Borough of Carteret ("Rahway Arch Parcels"); and

WHEREAS, the Borough of Carteret ("Borough") is owner of Block 10 Lot 11 (now known as Block 602 Lot 8) in the Borough of Carteret and Block 11.01 Lot 9 (now known as Block 705 Lot 17) (hereinafter referred to as the "Carteret Lots"), adjacent to the aforesaid Rahway Arch Parcels, and which Carteret Lots are within the designated redevelopment area, and which Carteret Lots are in need of remediation; and

WHEREAS, Rahway Arch has contracted with Soil Safe Inc. ("SSI") as the Reclamation Contractor performing remediation upon the aforesaid Rahway Arch Parcels; and

WHEREAS, Rahway Arch has contracted with Albert P. Free, President of EastStar Environmental Group, Inc. to be the Licensed Site Remediation Professional (the "LSRP") responsible for the remediation on the aforesaid Rahway Arch Parcels; and

WHEREAS, the Borough wishes for its property, Block 10, Lot 11 (now known as Block 602 Lot 8) and Block 11.01 Lot 9 (now known as Block 705 Lot 17) to be remediated consistent with the remediation on the adjacent Rahway Arch Parcels aforesaid; and

WHEREAS, the parties hereto entered into a prior Representation and Remediation Agreement on or about July 26, 2012,



NOW THEREFORE, it is agreed as follows:

1. The Borough and Rahway Arch mutually agree that Rahway Arch shall assume the designation as "Person Responsible for Conducting the Remediation", as defined by NJAC 7.26C-1.3, for the Carteret Lots aforesaid, consisting of Block 10 Lot 11 (now known as Block 602 Lot 8) and Block 11.01 Lot 9 (now known as Block 705 Lot 17).
2. The Borough hereby authorizes Rahway Arch, their reclamation contractor SSI, and their LSRP, to represent and engage in any and all necessary permit applications to include the Carteret Lots in the remediation program and to remediate the Carteret Lots in accordance with an overall Remedial Action Workplan prepared by the LSRP for the Rahway Arch Parcels and the Carteret Lots. The end result of the Remedial Action shall be a Response Action Outcome (RAO) issued by the LSRP that shall include the Carteret Lots.
3. Rahway Arch and SSI shall be responsible for all costs associated with the application and the remediation of the Carteret Lots, and the Borough shall receive from SSI a host fee for all materials deposited upon the Carteret Lots, consistent with the Host Community Benefit Agreement between the Borough and SSI dated February 13, 2012.
4. The obligations of Rahway Arch, LSRP and SSI hereunder are fully predicated on the issuance of all appropriate governmental permits and approvals necessary to affect the remediation; coupled with the agreement of SSI, in SSI's sole discretion, to proceed with the project subject to the terms and conditions of such governmental permits and approvals, the geotechnical fitness of the project site to support the remediation, and the financial viability of the project as collectively defined in Section 3 of the Host Community Benefit Agreement dated February 13, 2012 by and between the Borough and SST.
5. The remediation of the Borough lots shall be for those portions not within the delineated wetlands, as defined by the wetland delineation map/report of July 2008 and as approved by NJDEP in its September 22, 2008 Letter of Interpretation approval.





This Agreement may be executed in one or more counterparts and such counterparts will constitute one and the same instrument.

In witness whereof, the Parties have caused this Agreement to be executed with the effective date of 11/20 2012.

*Borough of Carteret*

By: DANIEL J. REIMAN

Print Name:

Title: Mayor

*Rahway Arch Properties, LLC*

By:

Print Name:

Title: MANAGING MEMBER

*Soil Safe, Inc.*

By:

Print Name:

Title: PRESIDENT

*Albert P. Free, PE*

By:

Print Name:

Title: President



**Section XII**  
**Threatened and Endangered Species Information**  
**(National Database Search Results)**







## State of New Jersey

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Parks and Forestry  
Mail Code 501-04  
ONLM - Natural Heritage Program  
P.O. Box 420  
Trenton, NJ 08625-0420  
Tel. #609-984-1339  
Fax. #609-984-1427

BOB MARTIN  
*Commissioner*

August 23, 2012

Pamela J. Pellegrini, P.P., P.E., C.M.E.  
J. Timothy Kernan, Inc.  
935 Kings Highway, Suite 100  
Thorofare, NJ 08086

Re: Soil Safe Metro 12 Recycling Facility - Rahway Arch Properties

Dear Ms. Pellegrini:

Thank you for your data request regarding rare species information for the above referenced project site in Carteret Borough, Middlesex County.

Searches of the Natural Heritage Database and the Landscape Project (Version 3.1) are based on a representation of the boundaries of your project site in our Geographic Information System (GIS). We make every effort to accurately transfer your project bounds from the topographic map(s) submitted with the Request for Data into our Geographic Information System. We do not typically verify that your project bounds are accurate, or check them against other sources.

We have checked the Landscape Project habitat mapping and the Biotics Database for occurrences of any rare wildlife species or wildlife habitat on the referenced site. The Natural Heritage Database was searched for occurrences of rare plant species or ecological communities that may be on the project site. Please refer to Table 1 (attached) to determine if any rare plant species, ecological communities, or rare wildlife species or wildlife habitat are documented on site. A detailed report is provided for each category coded as 'Yes' in Table 1.

We have also checked the Landscape Project habitat mapping and Biotics Database for all occurrences of rare wildlife species or wildlife habitat within one mile of the referenced site. Please refer to Table 2 (attached) to determine if any rare wildlife species or wildlife habitat are documented within one mile of the project site. Detailed reports are provided for each category coded as 'Yes' in Table 2. These reports may include species that have also been documented on the project site.

For requests submitted as part of a Flood Hazard Area Control Act (FHACA) rule application, we report records for all rare plant species and ecological communities tracked by the Natural Heritage Program that may be on your project site. (In some borderline cases these records may be described as on or in the immediate vicinity of your project site.) A subset of these plant species are also covered by the FHACA rules when the records are located within one mile of the project site. One mile searches for plant species will only report occurrences for those plant species identified under the FHACA regulations as being critically dependent on the watercourse. Please refer to Table 2 (attached) to determine if any rare plant species covered by the FHACA rules have been documented. Detailed reports are provided for each category coded as 'Yes' in Table 2. These reports may include species that have also been documented on the project site.

The Natural Heritage Program reviews its data periodically to identify priority sites for natural diversity in the State. Included as priority sites are some of the State's best habitats for rare and endangered species and ecological communities. Please refer to Tables 1 and 2 (attached) to determine if any priority sites are located on or within one mile of the project site.

A list of rare plant species and ecological communities that have been documented from Middlesex County can be downloaded from <http://www.state.nj.us/dep/parksandforests/natural/heritage/countylist.html>. If suitable habitat is present at the project site, the species in that list have potential to be present.

Status and rank codes used in the tables and lists are defined in EXPLANATION OF CODES USED IN NATURAL HERITAGE REPORTS, which can be downloaded from [http://www.state.nj.us/dep/parksandforests/natural/heritage/nhpcodes\\_2010.pdf](http://www.state.nj.us/dep/parksandforests/natural/heritage/nhpcodes_2010.pdf).

If you have questions concerning the wildlife records or wildlife species mentioned in this response, we recommend that you visit the interactive NJ-GeoWeb website at the following URL, <http://www.state.nj.us/dep/gis/geoweb splash.htm> or contact the Division of Fish and Wildlife, Endangered and Nongame Species Program at (609) 292-9400.

PLEASE SEE 'CAUTIONS AND RESTRICTIONS ON NHP DATA', which can be downloaded from <http://www.state.nj.us/dep/parksandforests/natural/heritage/newcaution2008.pdf>.

Thank you for consulting the Natural Heritage Program. The attached invoice details the payment due for processing this data request. Feel free to contact us again regarding any future data requests.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert J. Cartica', with a long horizontal stroke extending to the right.

Robert J. Cartica  
Administrator

c: NHP File No. 12-4007452-1885

***Table 1: On Site Data Request Search Results (7 Possible Reports)***

Rare Plants/Ecological Communities Possibly On Site:	No
Rare Plants/Ecological Communities On Site/Immediate Vicinity:	No
Natural Heritage Priority Sites On Site:	No
Landscape 3.1 Species Based Patches On Site:	Yes
Landscape 3.1 Vernal Pool Habitat On Site:	No
Landscape 3.1 Stream/Mussel Habitat On Site:	No
Other Animals Tracked by ENSP On Site:	Yes



<p align="center"><b>Rare Wildlife Species or Wildlife Habitat on the Project Site Based on Search of Landscape Project 3.1 Species Based Patches</b></p>
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Class	Common Name	Scientific Name	Feature Type	Rank	Federal Protection	State Protection	Grank	Srank
<i>Aves</i>								
	✓ Black-crowned Night-heron	Nycticorax nycticorax	Foraging	3	NA	State Threatened	G5	S2B,S3N
	✓ Cattle Egret	Bubulcus ibis	Foraging	3	NA	State Threatened	G5	S2B,S3N
	✓ Glossy Ibis	Plegadis falcinellus	Foraging	2	NA	Special Concern	G5	S3B,S4N
	✓ Little Blue Heron	Egretta caerulea	Foraging	2	NA	Special Concern	G5	S3B,S3N
	✓ Northern Harrier	Circus cyaneus	Breeding Sighting	4	NA	State Endangered	G5	S1B,S3N
	✓ Snowy Egret	Egretta thula	Foraging	2	NA	Special Concern	G5	S3B,S4N
	✓ Tricolored Heron	Egretta tricolor	Foraging	2	NA	Special Concern	G5	S3B,S3N
	✓ Yellow-crowned Night-heron	Nyctanassa violacea	Foraging	3	NA	State Threatened	G5	S2B,S2N

**Other Animal Species  
On the Project Site Based on  
Additional Species Tracked by  
Endangered and Nongame Species Program**

Scientific Name	Common Name	Federal Protection Status	State Protection Status	Grank	Srank
<i>Vertebrate Animals</i>					
Malaclemys terrapin terrapin	Northern Diamondback Terrapin			G4T4Q	S3
Total number of records: 1					

***Table 2: Within 1 Mile for FHACA Searches (6 possible reports)***

Rare Plants/Ecological Communities within 1 mile:	No
Natural Heritage Priority Sites within 1 mile:	No
Landscape 3.1 Species Based Patches within 1 mile:	Yes
Landscape 3.1 Vernal Pool Habitat within 1 mile:	No
Landscape 3.1 Stream/Mussel Habitat within 1 mile:	No
Other Animals Tracked by ENSP within 1 mile:	Yes

**Rare Wildlife Species or Wildlife Habitat Within One  
Mile of the Project Site Based on Search of  
Landscape Project 3.1 Species Based Patches**

Class	Common Name	Scientific Name	Feature Type	Rank	Federal Protection	State Protection	Grank	Srank
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<i>Aves</i>	Black-crowned Night-heron	Nycticorax nycticorax	Foraging	3	NA	State Threatened	G5	S2B,S3N
	Cattle Egret	Bubulcus ibis	Foraging	3	NA	State Threatened	G5	S2B,S3N
	Glossy Ibis	Plegadis falcinellus	Foraging	2	NA	Special Concern	G5	S3B,S4N
	Little Blue Heron	Egretta caerulea	Foraging	2	NA	Special Concern	G5	S3B,S3N
	Northern Harrier	Circus cyaneus	Breeding Sighting	4	NA	State Endangered	G5	S1B,S3N
	Snowy Egret	Egretta thula	Foraging	2	NA	Special Concern	G5	S3B,S4N
	Tricolored Heron	Egretta tricolor	Foraging	2	NA	Special Concern	G5	S3B,S3N
	Yellow-crowned Night-heron	Nyctanassa violacea	Foraging	3	NA	State Threatened	G5	S2B,S2N



**Other Animal Species  
Within One Mile of the Project Site Based on  
Additional Species Tracked by  
Endangered and Nongame Species Program**

Scientific Name	Common Name	Federal Protection Status	State Protection Status	Grank	Srank
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*Vertebrate Animals*

Malaclemys terrapin terrapin	Northern Diamondback Terrapin			G4T4Q	S3
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Total number of records: 1